



Special Committee of the Whole Meeting Agenda

Tuesday, March 18, 2025 at 6:30 PM

Columbus City Hall – 105 N. Dickason Boulevard

Roll Call

Notice of Open Meeting

Approval of Agenda

Public Comment

New Business

1. Discussion regarding Purchase Agreement for 1149 W James Street.
2. Discussion regarding the awarding of the zoning and subdivision proposal by Vandewalle and Associates in an amount not to exceed \$129,090.
3. Discussion of Parking Reduction Request for Cardinal Heights – Lamps Landing.
4. Discussion regarding Task Order 2025-02 with Ruckert Mielke for construction assistance associated with the Fireman's Park Stormwater Project.
5. Discussion regarding Task Order 2025-03 with Ruckert Mielke for construction services related to the 2025 Street & Utility Improvement project (Brookside Lane).
6. Discussion of Furnace replacements for Fire Department.
7. Discussion regarding Ordinance No. 799-25: An Ordinance Concerning Committees, Commissions, and the Manner in which the City Council Conducts its Business.
8. Discussion regarding Janitorial needs of the City.

Adjourn

*A quorum of city committees and/or commissions may be present at this meeting. No action will be taken or considered by those committees and/or commissions.



Agenda Item Report

Meeting Type: Common Council Meeting

Meeting Date: March 18, 2025

Item Title: Purchase Agreement for 1149 W James Street

Submitted By: Michael Kornmann, Director of Community and Economic Development

Detailed Description of Subject Matter:

This item implements Objective #8 related to business retention and expansion of the City's current strategic plan.

The attached purchase agreement provides for the sale of the property for \$280,000 with the contingency that the city and purchaser negotiate in good faith to create a development agreement that includes tax incremental financing (TID 5) and post sale rental of storage space to the city.

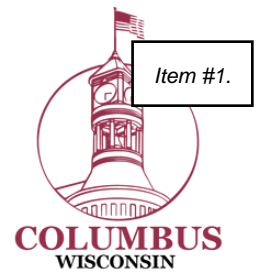
The benefits of the sale include getting prime commercial property on the tax roll, retaining a local business, and creating new business spaces for additional commercial growth.

List all Supporting Documentation Attached:

- Purchase agreement

Action Requested of Council: Approve purchase agreement

1149 W JAMES ST – 1.77 ACRES FORMERLY COUNTRYSIDE FORD



WHY IS THE CITY SELLING THE BUILDING?

The City was not actively marketing the building and was approached with a re-development proposal from a potential buyer.

WHO IS THE POTENTIAL BUYER AND WHAT DO THEY PLAN TO DO?

The potential buyer is a local business that wishes to relocate to a property that can provide space and parking to serve its growing needs. They intend to invest in the property, making needed structural improvements and upgrades, including a new façade for the frontage on James Street and Meister Dr. The developer plans to convert the property into a multi-tenant layout where their business is in a portion of the facility while also developing 2-3 rentable suites for potential retail or business use. The façade improvements and investment in this building will significantly improve this space, which is a gateway to the city.

WHY ISN'T THE CITY CONSIDERING THIS SITE FOR A FIRE STATION?

The City recently completed a feasibility study for a Public Safety Building, which would serve as a combined police and fire station. The study is available [HERE](#). The benefits of a combined building are numerous, with projected cost savings of nearly 20%. The study recommended a site of at least 4 acres to accommodate a combined building, including ingress and egress of emergency management vehicles, and parking for the public and responders.

WB-15 COMMERCIAL OFFER TO PURCHASE

Item #1.

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ March 11, 2025 ~~[DATE] IS (AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ ~~STRIKE THOSE NOT APPLICABLE~~

3 The Buyer, Matt Faust, or assigns
4 offers to purchase the Property known as 1149 James Street (PIN 11211 1090.001)

5 _____
6 _____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 625-
7 642, or attach as an addendum per line 668] in the City of Columbus, County
8 of Columbia Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Two Hundred Eighty Thousand and No/100
10 _____ Dollars (\$ 280,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: _____

13 All non-moveable fixtures, appliances and equipment located within and serving the building comprising the Property.

14 _____
15 _____
16 ~~All personal property included in purchase price will be transferred by bill of sale or~~ _____

17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
18 **or not included.**

19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
20 lines 12-15) and the following: _____

21 _____
22 _____
23 _____
24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-**
25 **34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**

26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to
27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but
29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;
30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage
32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler
33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and
34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**

36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
37 on or before April 15, 2025. Seller may keep the Property
38 on the market and accept secondary offers after binding acceptance of this Offer.

39 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

40 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
41 copies of the Offer.

42 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
43 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

44 **CLOSING** This transaction is to be closed on _____ as set forth on Addendum A
45 _____ at the place selected by Seller,

46 ~~unless otherwise agreed by the Parties in writing.~~ If the date for closing falls on Saturday, Sunday, or a federal or a state
47 holiday, the closing date shall be the next Business Day.

48 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
49 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
50 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
51 **transfer instructions.**

52 **EARNEST MONEY**
53 ~~■ EARNEST MONEY of \$ _____ accompanies this Offer.~~
54 ~~If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.~~

55 ■ EARNEST MONEY of \$ 5,000 will be mailed, or commercially, electronically
56 or personally delivered within 5 business days ("5" if left blank) after acceptance. To be held by Title Company - see Addendum A

57 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____)
 58 _____) **STRIKE THOSE NOT APPLICABLE**
 59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
 61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**
 62 **disbursement agreement.**

63 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.
 64 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
 65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
 66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
 67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
 69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
 70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
 72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
 73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
 74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

75 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
 76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
 77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
 78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
 79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
 80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
 81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
 82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
 83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
 84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

85 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 86 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
 87 this Offer except: none.

88 _____
 89 _____
 90 _____
 91 _____
 92 _____
 93 _____
 94 _____
 95 _____
 96 _____
 97 _____

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
 93 Seller's disclosure report dated _____ and a Real Estate Condition Report, if applicable, dated
 94 _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this
 95 offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and _____

98 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**
 100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**
 101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**
 102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**
 103 **rescission rights per Wis. Stat. § 709.05.**

104 "Conditions Affecting the Property or Transaction" are defined to include:

- 105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
- 106 bulges), basement or other walls.
- 107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
- 108 fire safety, security or lighting.
- 109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
- 110 the Property or any Defect related to a joint well serving the Property.
- 111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.
- 112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
- 113 septic system serving the Property not closed or abandoned according to applicable regulations.
- 114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
- 115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
- 116 on the Property; LP tanks on the Property or any defects in such LP tanks.
- 117 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other po
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
173 sliding, settling, earth movement or upheavals.

174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the re-
175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on
176 lines 185-197 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____
182 _____

183 _____ [insert proposed use and type and
184 size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].

185 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
186 181-183.

187 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190 **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for
192 the following items related to Buyer's proposed use: _____

193 _____ or delivering written notice
194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the
195 cost of Buyer's proposed use described at lines 181-183.

196 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
197 roads.

198 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
199 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY:** rezoning; conditional use permit;
200 variance; other _____ for the Property for its proposed use described at lines 181-183.

201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

203 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
204 providing" if neither is stricken) a _____ survey
205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
206 prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's)
207 (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
208 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible
209 encroachments upon the Property, the location of improvements, if any, and: _____
210 _____.

211 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to:
212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any
214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title
215 policy.

216 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required
217 to obtain the map when setting the deadline.**

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of
222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to
226 Buyer within _____ days ("30" if left blank) after acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

- 227 Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.
- 228 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which
229 is consistent with representations made prior to and in this Offer.
- 230 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
231 to be free and clear of all liens, other than liens to be released prior to or at closing.
- 232 Rent roll.
- 233 Other _____

234 _____

235 Additional items which may be added include, but are not limited to: building, construction or component warranties, p
236 environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating
237 to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements,
238 notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents
240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer
241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days ("5" if left
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-
248 291), at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days ("30" if
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

261 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

262 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.

263 If Seller has the right to cure, Seller may satisfy this contingency by:

- 264 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of
265 Defects stating Seller's election to cure Defects;
266 (2) curing the Defects in a good and workmanlike manner; and
267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
269 Assessment report and:

- 270 (1) Seller does not have a right to cure; or
271 (2) Seller has a right to cure but:
272 (a) Seller delivers written notice that Seller will not cure; or
273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the
282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American
285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 625-642 or attach as an**
291 **addendum per line 668.**

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

296 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
 297 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
 298 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
 299 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

300 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
 301 **the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
 302 **other material terms of the contingency.**

303 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 304 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
 305 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to
 306 be reported to the Wisconsin Department of Natural Resources.

307 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

308 (1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which
 309 discloses no Defects.

310 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
 311 an inspection of _____

312

313 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

314 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,
 315 provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified
 316 independent inspector or independent qualified third party.

317 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

318 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
 319 **well as any follow-up inspection(s).**

320 This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers
 321 to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s)
 322 identified in the inspection report(s) to which Buyer objects (Notice of Defects).

323 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

324 For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual
 325 knowledge or written notice before signing the Offer.

326 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
 327 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
 328 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
 329 **of the premises.**

330 **■ RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects.

331 If Seller has the right to cure, Seller may satisfy this contingency by:

332 (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to
 333 cure Defects;

334 (2) curing the Defects in a good and workmanlike manner; and

335 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

336 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

337 (1) Seller does not have a right to cure; or

338 (2) Seller has a right to cure but:

339 (a) Seller delivers written notice that Seller will not cure; or

340 (b) Seller does not timely deliver the written notice of election to cure.

341

~~IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.~~

342 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 343 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

344 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than

345 \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.

346 Initial monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's

347 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

348 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees

349 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

350 sources or obtaining a construction loan or land contract financing, describe at lines 625-642 or in an addendum attached

351 per line 668. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly

352 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow

353 lender's appraiser access to the Property.

354 **■ LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise

355 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments

356 shall be adjusted as necessary to maintain the term and amortization stated above.

357 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.**358 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.359 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
360 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
361 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.362 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
363 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.364 **NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a
365 contingency for that purpose.**366 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
367 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.368 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
369 (even if subject to conditions) that is:

370 (1) signed by Buyer; or

371 (2) accompanied by Buyer's written direction for delivery.

372 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
373 this contingency.374 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
375 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
376 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**377 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344.
378 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
379 written loan commitment from Buyer.380 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
381 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
382 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
383 unavailability.384 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

385 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

386 (2) the Deadline for delivery of the loan commitment set on line 344

387 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
388 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.389 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
390 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
391 worthiness for Seller financing.392 ~~**IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT:** Within _____ days ("7" if left blank) after
393 acceptance, Buyer shall deliver to Seller either:~~394 ~~(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
395 the time of verification, sufficient funds to close; or~~396 ~~(2) _____~~397 ~~_____ [Specify documentation Buyer agrees to deliver to Seller].~~398 ~~If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
399 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
400 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
401 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
402 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
403 access for an appraisal constitute a financing commitment contingency.~~404 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
405 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
406 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
407 the agreed upon purchase price.408 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
409 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
410 to the appraised value.411 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~**STRIKE ONE**~~ ("shall" if neither is stricken) have the right to cure.412 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
413 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal
414 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
415 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

416 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the
 417 appraisal report and:

418 (1) Seller does not have the right to cure; or

419 (2) Seller has the right to cure but:

420 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

421 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
 422 report.

423 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
 424 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
 425 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
 426 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
 427 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
 428 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
 429 Offer becomes primary.

430 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
 431 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
 432 association assessments, fuel and all other usual and customary items for similar property located in Columbus, Wisconsin.

434 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

435 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

436 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

437 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
 438 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE
 439 APPLIES IF NO BOX IS CHECKED.

440 Current assessment times current mill rate (current means as of the date of closing).

441 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
 442 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

443

444 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
 445 **substantially different than the amount used for proration especially in transactions involving new construction,**
 446 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
 447 **assessor regarding possible tax changes.**

448 ~~Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
 449 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
 450 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 451 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 452 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.~~

453 **TITLE EVIDENCE**

454 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 455 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 456 provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 457 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 458 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report,
 459 and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
 460 any conditions disclosed on the Title Commitment and not objected to by Buyer which are Permitted Exceptions, in accordance with Addendum A

461 _____
 462 _____ (insert other allowable exceptions from title, if any) that constitutes
 463 merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents
 464 necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

465 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
 466 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
 467 **making improvements to Property or a use other than the current use.**

468 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
 469 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
 470 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
 471 lender and recording the deed or other conveyance.

472 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
 473 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
 474 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
 475 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see line
477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
479 or Buyer not more than 15 days ("15" if left blank) after acceptance showing title to the Property as of a date
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

482 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
483 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
484 such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
485 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
486 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
487 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall
488 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable
489 title to Buyer.

490 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
491 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
492 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
493 describing the planned improvements and the assessment of benefits.

494 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
495 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
496 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
497 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
498 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
499 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

500 **LEASED PROPERTY** ~~If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights~~
501 ~~under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the~~
502 ~~(written) (oral) STRIKE ONE lease(s), if any, are~~ The Property shall not be subject to any leases at Closing, subject only to the Post-Closing
503 Rental Agreement with Seller, as described in Addendum A.

504 ~~Insert additional terms, if any, at lines 625-642 or attach as an addendum per line 668.~~

505 **ESTOPPEL LETTERS:** ~~Seller shall deliver to Buyer no later than 7 days ("7" if left blank) before closing, estoppel~~
506 ~~letters dated within 15 days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,~~
507 ~~rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease~~
508 ~~or tenancy.~~

509 **DEFINITIONS**

510 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
511 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
512 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

513 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
515 registered mail or make regular deliveries on that day.

516 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
517 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
518 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
519 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
520 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
521 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
522 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

523 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
524 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
525 significantly shorten or adversely affect the expected normal life of the premises.

526 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

527 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

528 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

529 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
530 this Offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

531 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
532 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
533 rounding, formulas used or other reasons, unless verified by survey or other means.

534 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**
535 **building or room dimensions, if material.**

536 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
537 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
538 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
539 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
540 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
541 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
542 Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

543 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
544 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
545 ordinary wear and tear and changes agreed upon by Parties.

546 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
547 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
548 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
549 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
550 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
551 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
552 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
553 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
554 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
555 the Property.

556 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
557 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
558 significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties,
559 and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
561 this Offer at lines 625-642 or in an addendum attached per line 668. At time of Buyer's occupancy, Property shall be in
562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current
563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

564 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
565 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
566 party to liability for damages or other legal remedies.

567 If Buyer defaults, Seller may:

- 568 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
569 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
570 damages.

571 If Seller defaults, Buyer may:

- 572 (1) sue for specific performance; or
573 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

574 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
575 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
576 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
577 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
578 arbitration agreement.

579 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
580 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
581 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
582 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
583 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

584 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
585 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
586 and inures to the benefit of the Parties to this Offer and their successors in interest.

587 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
588 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
589 or by telephone at (608) 240-5830.

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, a
595 amount of any liability assumed by Buyer.

596 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
597 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
598 **upon the Property.**

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
606 Offer and proceed under lines 571-578.

607 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
608 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
609 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

616 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
619 FIRPTA.

620 **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of
621 _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage
622 ~~fees at closing. Payment made under this provision represents an economic adjustment only and does not create any~~
623 ~~agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party~~
624 ~~beneficiary of this contract.~~

625 **ADDITIONAL PROVISIONS/CONTINGENCIES**

626 This offer is subject to all terms and conditions as provided in Addendum A, which is attached hereto and made a part hereof.

627 _____
628 _____
629 _____
630 _____
631 _____
632 _____
633 _____
634 _____
635 _____
636 _____
637 _____
638 _____
639 _____
640 _____
641 _____
642 _____

643 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange
644 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The
645 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a
646 result of the exchange.

647 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
648 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
649 650-665.

650 **(1) Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
651 652 or 653.

652 Name of Seller's recipient for delivery, if any: _____

653 Name of Buyer's recipient for delivery, if any: _____

654 (2) **Fax:** fax transmission of the document or written notice to the following number:
 655 Seller: () Buyer: ()
 656 (3) **Commercial:** depositing the document or written notice, fees prepaid or charged to an account, with a
 657 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
 658 address at line 661 or 662.
 659 (4) **U.S. Mail:** depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
 660 Party, or to the Party's recipient for delivery, for delivery to the Party's address.
 661 Address for Seller: _____
 662 Address for Buyer: _____
 663 (5) **Email:** electronically transmitting the document or written notice to the email address.
 664 Email Address for Seller: mkornmann@columbuswi.gov with a copy to pjohnson@boardmandark.com
 665 Email Address for Buyer: matt_dawnfaust@yahoo.com with a copy to angie.black@carlsonblack.com
 666 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
 667 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.
 668 **ADDENDA:** The attached Addendum A is/are made part of this Offer.
 669 This Offer was drafted by [Licensee and Firm] Angie Black, Carlson Black O'Callaghan & Battenberg LLP

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

682 Buyer Entity Name (if any): See Addendum A
 683 (x) See Addendum A
 684 ~~Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲~~

685 (x) _____
 686 ~~Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲~~

688 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

692 Seller Entity Name (if any): See Addendum A
 693 (x) See Addendum A
 694 ~~Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲~~

695 (x) _____
 696 ~~Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲~~

697 ~~This Offer was presented to Seller by [Licensee and Firm] _____
 698 _____ on _____ at _____ a.m./p.m.
 699 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 700 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲~~

Addendum A

To WB-15 Commercial to Purchase

This Addendum A (“Addendum”) is made part of the WB-15 Commercial Offer to Purchase submitted by **Matthew Faust**, and/or assigns, as Buyer, to **City of Columbus, Wisconsin**, as Seller, dated March 11, 2025 (“Offer”), for the Property located at 1149 James Street, City of Columbus, Columbia County, Wisconsin. In addition to the terms and conditions in the Offer, the provisions in this Addendum shall be part of the agreement between Buyer and Seller (collectively, the Offer and this Addendum are the “Agreement”). The terms in this Addendum shall govern and control to the extent of any inconsistency or conflict between the terms of this Addendum and the Offer.

1. Closing. Consummation of the purchase and sale of the Property (“Closing”) shall occur at/through the Madison office of First American Title Insurance Company National Commercial Services (the “Title Company”), whether in person or by mail/fax/email/overnight delivery, on a date selected by the Buyer, on or before the fifteenth (15th) day after expiration or earlier waiver of the Due Diligence Period (defined in Section 2 below), or on another date mutually agreed by the parties (“Closing Date”). Seller shall deliver to Buyer at Closing a Warranty Deed, free and clear of all liens and encumbrances, except Permitted Exceptions approved by Buyer pursuant to Section 2(e) below. Seller further agrees to complete and execute the documents necessary to record the conveyance including, but not limited to, a Wisconsin Real Estate Transfer Return.

2. Buyer’s Contingencies. Buyer’s obligation to purchase the Property is conditioned upon satisfaction or waiver of each of “Buyer’s Contingencies” described below in subsections 2(a) through 2(g). Buyer may terminate this Agreement if any of Buyer’s Contingencies are unsatisfactory, determined in Buyer’s sole discretion, exercised by written notice given to Seller within seventy-five (75) days after the Effective Date (“Due Diligence Period”). If Buyer terminates this Agreement by the expiration of the Due Diligence Period, the Earnest Money shall be promptly returned to Buyer without further notice to or approval by Seller. If Buyer fails to give Seller notice terminating this Agreement pursuant to any of Buyer’s Contingencies prior to expiration of the Due Diligence Period, Buyer shall be deemed to have satisfied or waived Buyer’s Contingencies and the parties shall proceed to Closing.

(a) **DOCUMENT REVIEW**. Within ten (10) days after the Effective Date, Seller shall deliver to Buyer copies of all documents in Seller’s possession or reasonably obtainable by Seller related to the Property, for Buyer’s review and approval, including, but not limited to: copies of all plans, reports, manuals, drawings, blueprints and specifications and other similar/related documents with respect to the Property, including electronic formats; and any surveys, environmental reports, soil investigation reports, and any other report associated with tests or investigations performed on the Property.

(b) **ENVIRONMENTAL AND SOILS REVIEW AND INSPECTION**. Buyer shall have the right to review the environmental and soils condition of the Property and to engage consultants of Buyer’s choice to prepare a Phase I Environmental Site Assessment, Phase II, geotechnical report or any other environmental or soils review or testing of the Property which Buyer may deem necessary or appropriate.

(c) **PHYSICAL INSPECTION**. Buyer may obtain a physical inspection of the Property by a building inspector, contractor, structural engineer or other qualified consultant which concludes the Property is suitable in all respects for use of the Property as a

multi-tenant commercial property ("Buyer's Intended Use"), and that there are no other Conditions Affecting the Property.

(d) **TITLE AND SURVEY.** Buyer shall have the right to engage a surveyor of Buyer's choice, at Buyer's sole cost and expense, to prepare an ALTA or other survey of the Property ("Survey") for Buyer's review.

(i) Within thirty (15) days after the Effective Date, Seller deliver to Buyer a title commitment issued by the Title Company committing to provide an ALTA owner's policy of title insurance, together with copies of all documents listed as exceptions to title (collectively, "Title Commitment"), showing good and marketable fee simple title vested in the Seller, free and clear of all easements, security interests, title defects, mortgages, pledges, leases, rights of way, liens or other encumbrances of any nature (collectively, "Encumbrances") except mortgages and related Encumbrances which Seller satisfies and causes to be released at or before Closing, and real property taxes and special assessments being prorated or paid at Closing under this Agreement.

(ii) If Buyer gives Seller notice objecting to any condition shown on the Survey or any Encumbrances of title prior to expiration of the Due Diligence Period ("Buyer's Title Notice"), and Seller does not cause the Survey condition or Encumbrances objected to by Buyer to be removed or otherwise cured to Buyer's satisfaction by the Closing Date (which may be extended by up to 15 days if necessary for Seller to cure any objections), Buyer may either (A) terminate this Agreement and receive a full refund of the Earnest Money without further notice to or approval by Seller, or (B) waive the objection and close on the purchase of the Property.

(iii) Any exceptions to the Title Commitment not objected to, approved, or waived by Buyer pursuant to this Section shall be deemed "Permitted Exceptions" provided, however, the following shall not be included in Permitted Exceptions (and Buyer shall not be required to object to any of the following): (A) mortgages and related Encumbrances, which Seller shall satisfy and cause to be released at or before Closing, (B) real property taxes and special assessments which are required to be prorated or paid at Closing under this Agreement, (C) standard exceptions which can be removed by one or more affidavits of Seller to the Title Company, which Seller shall be required to provide at Closing, or (D) standard exceptions which can be removed by the Survey (if Buyer elects to obtain one).

(iv) Seller shall pay all costs of providing the Title Commitment whether the parties proceed to Closing, and the cost of issuing the ALTA owner's title insurance policy at Closing pursuant to the Title Commitment in the amount of the Purchase Price, including gap coverage.

(e) **BUYER'S INTENDED USE.** Buyer's ability to obtain all necessary governmental reviews, permits and approvals (collectively, the "Governmental Approvals") necessary to for Buyer's Intended Use. Seller agrees to cooperate with Buyer in obtaining Government approvals including, without limitation: (i) joining in and/or signing any documents, instruments, applications or petitions required of the owner of the Property related to the Governmental Approvals sought by Buyer, and (ii) upon the request of the Buyer, appearing at any hearing in person or by agent to support Buyer's efforts to obtain Governmental Approvals.

(f) **DEVELOPMENT AGREEMENT.** Buyer and Seller agree to negotiate in good faith to reach agreement on the terms of a Development Agreement including Buyer's receipt of Tax Incremental Financing for renovations to the Property to allow for Buyer's Intended Use.

(g) **POST-CLOSING RENTAL AGREEMENT.** Buyer and Seller agree to negotiate in good faith to reach agreement on the terms of a Post-Closing Rental Agreement for Seller's continued use of a portion of the Property (such portion as approved by Buyer) after the Closing, on terms mutually acceptable to Buyer and Seller.

3. **Access to Property.** From the Effective Date until the earlier of the Closing Date or the date this Agreement is terminated, Seller grants Buyer a right and license to enter the Property at any time for any purpose related to Buyer's Contingencies.

4. **Adequate Consideration.** Buyer and Seller acknowledge Buyer will expend material sums of money in reliance on Seller's obligations under this Agreement, negotiating and executing this Agreement, furnishing the Earnest Money, evaluating Buyer's Contingencies and preparing for Closing. Buyer would not have executed this Agreement without the availability of Buyer's Contingencies. Accordingly, Buyer and Seller agree adequate consideration exists to support each party's obligations under this Agreement, and Buyer and Seller each waive any rights to challenge the enforceability of this Agreement on the basis any of the conditions or contingencies set forth in this Agreement are in a party's sole discretion or any of the agreements contained in this Agreement are illusory.

5. **Earnest Money.** The Earnest Money shall be deposited with the Title Company within five (5) business days of the Effective Date. Buyer shall be entitled to a full refund of the Earnest Money: (a) if Buyer exercises its right to terminate this Agreement pursuant to any of Buyer's Contingencies prior to expiration of the Due Diligence Period, or (b) the Closing does not occur due to Seller's default under this Agreement. If the Closing occurs, the Earnest Money shall be credited to the Purchase Price.

6. **Assignment.** Buyer shall have the right to assign this Agreement to an entity owned or controlled by the Buyer originally named above.


7. **Execution.** This Agreement may be executed electronically and in any number of counterparts, each of which shall be an original binding the signing party and all of which together shall be one and the same instrument. Each person signing below represents and warrants that he/she is authorized to sign on behalf of and bind his/her respective party to this Agreement. Signature of this Addendum shall bind the parties to the entire Agreement, including the Offer to which it is attached, and a lack of signatures on the Offer shall not affect the enforceability of the Agreement as a whole.

[signatures on following page]

In witness whereof, the parties have executed this Agreement effective as of the latest date set forth below (the "Effective Date"; also sometimes referred to as the date of acceptance in the Offer).

BUYER: Matthew Faust

SELLER: City of Columbus, Wisconsin

By: 
Name: Matthew Faust
Title: Buyer
Dated: 3/10/25

By: _____
Name: _____
Title: _____
Dated: _____



Agenda Item Report

Meeting Type: City Council

Meeting Date: March 18, 2025

Item Title: Zoning and Subdivision Rewrite Proposal

Submitted By: Mike Kornmann, Director of Community and Economic Development

Detailed Description of Subject Matter: This item implements Objective #13 in the City's current Strategic Plan regarding the rewrite of the zoning and subdivision code.

The review team of Shelly Albright, Joe Hammer, Matt Amundson, David Bennett, and Mike Kornmann reviewed the proposals and came to a consensus recommendation based on scoring in several categories. Review team members scored the proposals on a five-point scale in the categories of value, scope of work, experience, project staff, timeline. The budget for the project is \$150,000 across the 2025 and 2026 fiscal years. The RFP requested that the zoning and subdivision code be updated to reflect the goals of the comprehensive plan, update code to reflect changes in state statutes, modernize code, and stream-line development processes.

Proposals Ranking:

1. **Vandewalle and Associates \$110,750 with optional services outside the RFP scope of services \$129,090** (average score 22.5).
2. S.E.H. \$144,500 (average score 20.75)
3. MSA/ZoneCO \$126,250 plus \$3,000 per form based zoning category (average score 19.5)
4. Codametrics with Duncan Associates \$147,910 (average score 18.5)
5. Vierbicher Associates \$72,000 (average score 16.25)
6. HouseaLavigne \$199,155 (average score 11.25)

Vandewalle and Associates was a consensus pick for the combination of quality and value. They have an experienced and skilled staff with several people working on the project. Their timeline has the council adopting the new code in November of 2026. They emphasized that based on their experience a project of this size and scope requires more than twelve months. At a previous plan commission our discussion included the likelihood that the project would likely take about 18 months.

List all Supporting Documentation Attached:

- Vandewalle and Associates

Action Requested: Approve the proposal with optional services by Vandewalle and Associates for the rewriting of the zoning and subdivision code in the amount of \$129,000.



Item #2.



**Proposal for:
CITY OF COLUMBUS
ZONING &
SUBDIVISION
ORDINANCE REWRITE**

February 21, 2025



VANDEWALLE & ASSOCIATES, INC.
Madison: 120 East Lakeside Street | Madison, WI 53715 | www.vandewalle.com
Milwaukee: 247 Freshwater Way | Milwaukee, WI 53204
Contact: Sonja Kruesel, AICP | C. (920) 988-2327 | skruesel@vandewalle.com

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CONTACT INFORMATION

Project Manager

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Principal-in-Charge

Brian Munson | bmunson@vandewalle.com

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Madison, WI 53715
(608) 255-3988 Phone
(608) 255-0814 Fax

Milwaukee Office:

247 W Freshwater Way
Milwaukee, WI 53715
(414) 988-8654
www.vandewalle.com

LETTER OF TRANSMITTAL

Item #2.

Dear Mr. Kornmann:

On behalf of the Vandewalle & Associates' team, we are pleased to present our proposal for the Zoning and Subdivision Ordinance Rewrite project. We have thoroughly reviewed the RFP and have prepared a detailed proposal to address all of the City's requirements to deliver a comprehensive rewrite of the Zoning and Subdivision Code that enables Columbus to implement the goals, recommendations, and vision laid out in its Comprehensive Plan and which reflects the stated goals of the Request for Proposal.

While our proposed scope of work, approach, and project timeline are specific to Columbus, they are based on a successful approach that we have used in crafting hybrid use-based/form-based development codes for more than 40 years throughout Wisconsin. We will provide a Code update process that offers meaningful input from staff, elected officials, businesses, neighborhoods, property owners, and interested residents. The result will be a new Zoning Code that is thoroughly customized to forward the City's plans and facilitate the type of development that Columbus desires.

Our Project Team offers an unmatched wealth of experience in rewriting and administering Zoning Ordinances across Wisconsin, coupled with decades of local and regional knowledge to provide:

- A deep knowledge of the connections between planning, zoning, land division, economic development, and redevelopment. We will leverage Vandewalle & Associate's experience in revitalizing central downtown areas, older neighborhoods, and aging commercial corridors to craft zoning provisions that respond to market conditions, stimulate reinvestment, and encourage high quality, well-designed development.
- The ability to craft zoning standards and procedures that not only serve to protect and enhance existing community character and neighborhoods, but also provide flexibility and encourage well-planned new development, infill development, and redevelopment in appropriate locations.
- Dynamic public participation strategies and processes integrated into all elements of the project that are designed to build consensus and deliver a practical product for the City to implement and administer.
- User-friendly documents with graphics, tables, and figures that explain zoning regulations. Our Zoning Codes also provide long-term consistency and flexibility in both application and administration.
- A product that increases opportunities for diversity in housing formats and densities, redevelopment and infill projects, dynamic multi-modal transportation and mixed-use development, and the protection and enhancement of neighborhood, corridor, and gateway character, utilizing context-sensitive design standards.
- Protection of valuable natural features and integration of sustainable development components.
- Enhancement and preservation of historic development character.
- A team of planning professionals with a long history of addressing the practicalities of developing and administering zoning regulations, with expertise in the unique statutes and case law governing land use controls in the state of Wisconsin.

Beyond our expertise in Zoning Ordinance rewrites, we also have an existing working relationship with staff that we value and would like to continue through this work. We hope that our detailed proposal clearly demonstrates how our team's experience and expertise qualify us for this project. Thank you for your consideration of our services. Please do not hesitate to contact us with any questions.

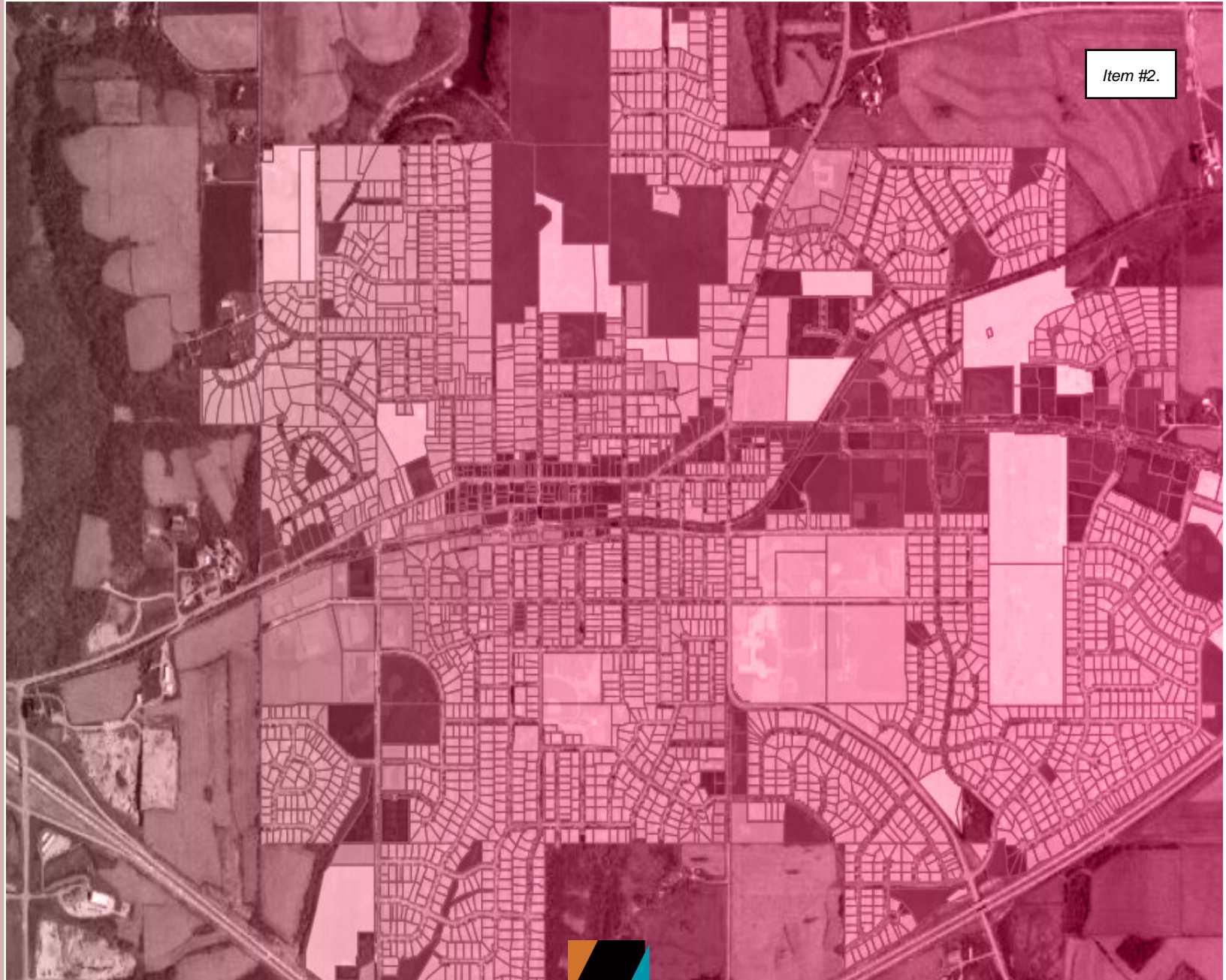
Sincerely,



Sonja Kruesel, AICP
Project Manager



Brian Munson
Principal-in-Charge

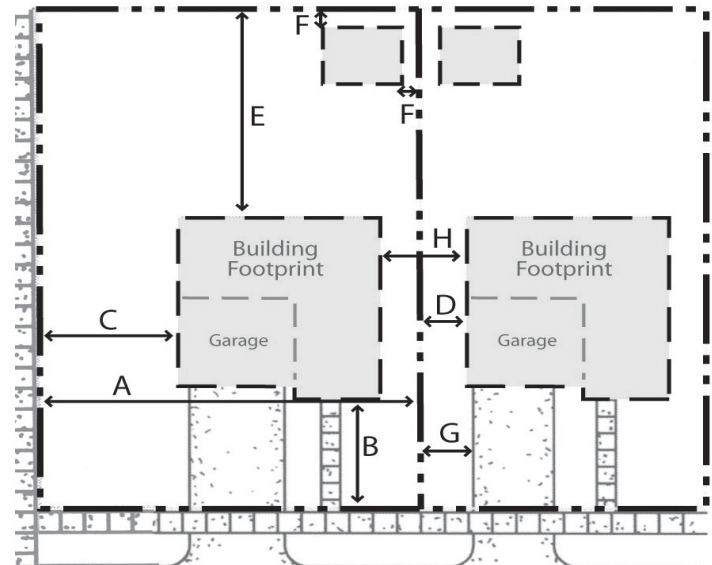


PROJECT STATEMENT

Vandewalle & Associates' extensive experience working in similar communities throughout Wisconsin provides us with an unparalleled perspective on the issues, concerns, and opportunities that will drive this process to comprehensively rewrite the City's Zoning and Subdivision Code. We will draft requirements that are context-sensitive and physically appropriate for the community, and which reflect Columbus's people and culture. Following a thorough review of the City's Comprehensive Plan, current Zoning Code and Land Division regulations, we will have an even greater understanding of the City's goals, objectives, and priorities. We will put this knowledge to work in modernizing Columbus's land use regulations to best implement the City's vision and nation-wide best practices.

The City's Comprehensive Plan includes several recommendations specific to the Zoning Code update, including several of the items listed in the RFP and other areas of the plan as shown below:

- Create mixed neighborhoods that provide a range of housing types, densities, and costs.
- Encourage new development that supports a range of transportation options, including biking and walking.
- Reserve areas along key transportation corridors for high-quality economic development.
- In the downtown, new development will complement and reinforce the existing downtown development format, with emphasis on multistory buildings located close to the street and side lot lines.
- Consider other design elements in the downtown area that will enhance the small town feel of Columbus.
- Require high quality and coordinated site design, landscaping, signage, and building materials within neighborhood commercial districts.
- Update and monitor the city's zoning and sign code to enhance the design of future development.



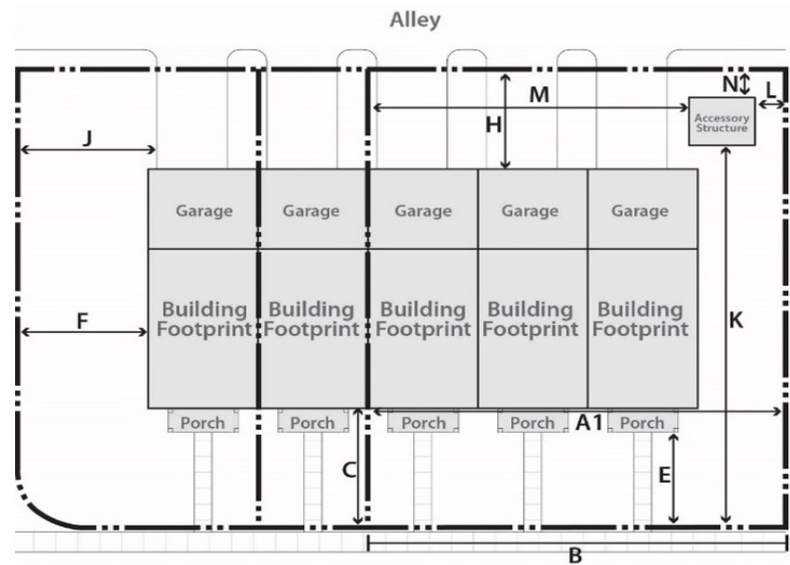
Based on the objectives in the City's Request for Proposals, we understand Columbus seeks a consultant team to prepare a complete rewrite of its current Zoning and Subdivision Code that better reflects the City's development, preservation, and community character objectives. More specifically, we understand the City is interested in preparing a Zoning Ordinance that:

- Implements the goals and objectives of the Comprehensive Plan and the Future Land Use Map through enforceable regulations.
- Addresses zoning reform opportunities that improve diversity and availability of housing stock, including changes in bulk requirements like lot size and required open space, as well as incorporation of allowance for missing middle housing types.
- Includes mixed use districts that accommodate a complementary mix of neighborhood-scale retail, office, service, multi-family residential, institutional, and open space uses.
- Create flexible yet predictable standards that match modern development expectations which can contribute to reducing the need for Planned Development zoning.
- Crafts zoning districts tailored to Columbus's unique areas, neighborhoods, gateways, and corridors, such as the historic downtown, strategic infill and redevelopment sites, and new greenfield development opportunities.
- Create an ideal mix of zoning districts that works for Columbus, including consolidation of zoning districts and avoidance of excessive overlay districts.

PROJECT APPROACH

Item #2.

- Integrates updated urban design standards into the Zoning Code in a way that is easy to administer and flexible enough to ensure high-quality development while still allowing for and promoting creativity.
- Creates a zoning code that carefully blends traditional zoning regulations with strategic form-based elements to achieve the development recommendations in the Comprehensive Plan. See the call out box for more information.
- Incorporates principles of multi-modal development that supports bicyclists and pedestrians and acknowledges the connection between land use and transportation throughout Columbus.
- Facilitates historic preservation and rehabilitation of old structures including production of an ordinance that retains the City's Certified Local Government status.
- Clearly spells out the steps, review criteria, and approvals for administrative procedures to ensure complete applications and predictable steps for all zoning-related processes, particularly in response to recent Statutory changes, such as 2017 Wisconsin Act 67 and its impact on conditional use permits.
- A refreshed sign code in response to the 2015 Reed v. Gilbert case and which is also modern and creative to allow revitalization of key areas like the City's downtown.
- Eliminate guess work for city staff, the public, and developers by making the code easier to use through incorporation of user-friendly graphics and tables, while also reducing the need to make interpretations of code language.
- Coordinates revisions to the City's subdivision ordinance with the new zoning regulations.
- Reviews and corrects any existing inconsistencies within the City's Zoning Code.
- Research, review, and integrate zoning best practices and innovative ideas that have proven successful in Wisconsin and around the country.



Zoning codes tend to follow one of four strategies to define and arrange zoning districts:

Item #2.

- 1. Zoning Districts based on Land Use (Euclidean Zoning).** This oldest form of zoning is primarily designed to segregate different land uses and to arrange them based on a rigid set of dimension requirements for lot area, setbacks, and lot coverage. Euclidean zoning began with the New York City zoning code of 1916, and zoning districts using a letter-number format such as “R-1”, “B-2”, and “M-3” are a *field mark* of such codes. The high levels of noise, waste, odor, and air and water pollution associated with development in the first half of the 20th Century were at the root of this desire to segregate residential, commercial, and industrial land uses from one-another. In establishing residential districts, Euclidean zoning was also used to segregate people based on wealth, and thus the racial and ethnicity characteristics associated with differences in wealth.

In the second half of the 20th Century, Euclidean zoning expanded its scope to require development to accommodate (and ultimately perpetuate) the growing dependence of the automobile and on-site parking requirements, which peaked in the 1980s. The City’s current zoning code is comprised mainly of Euclidean districts, as are most zoning codes around the country.

- 2. Zoning Districts based on Community Character (Performance Zoning).** Performance Zoning arose in high growth metropolitan fringe counties around Philadelphia, New York, Montreal, and Chicago in the 1970s and 1980s. Zoning districts are arranged along a “Community Character Continuum” focused on the density of residential development and the intensity (lot coverage or floor area ratio) of nonresidential development. A *field mark* is the resulting zoning district names incorporate characters along a continuum ranging from “Wilderness”, “Rural”, and “Countryside”, to “Exurban”, “Estate”, and “Suburban” and “Transition”, to “Urban”, “Central”, and “Core”. The districts focus on segregating densities and intensities, with a few narrow zoning districts for high impact industrial and large-scale commercial uses. Diverse land uses are permitted within each district, so long as multi-family and nonresidential development is of a consistent intensity with the residential development in the same district.

Performance zoning introduced the practice of landscape point systems, formula-based sign area requirements, and infrastructure capacity analysis as common development analysis practice – which have often been retrofitted into older Euclidean codes.

- 3. Zoning Districts based on Building and Public Realm Design (Form Based Zoning).** Form Based Zoning originated in resort community development in the 1980s but found a second home in gentrifying suburbs in high growth metropolitan areas often transitioning from highway-oriented suburban and transition development areas to a more urban level of intensity. Zoning Districts are also arranged along a community character continuum (called a “Transect”), but the focus of the ordinance is on exterior building form, streetscape, and public space design rather than density, intensity, or building height. A *field mark* is the resulting district names T1 (most rural) through T6 (most urban). Diverse land uses are permitted within each district, so long as the development is consistent with the design standards of the district.

Although many Euclidean and Performance zoning codes included form-based standards for downtown development and basic requirements prohibiting low-quality building exterior materials, Form Based Zoning introduced detailed exterior building and public space design requirements for development throughout a community. Many components of Form Based zoning codes have often been retrofitted into older Euclidean and Performance zoning codes.

- 4. Hybrid Zoning.** Hybrid Zoning incorporates elements of Euclidean, Performance, and Form Based codes, recognizing that each of the three systems has its own strengths and weaknesses. For example, in our experience in the Upper Midwest, communities increasingly support mixed use development. Additionally, most also want to retain essential Plan Commission and Elected Body controls over land use – particularly in Wisconsin in the post Act 67 era where the ability to deny conditional uses has been severely restrained, while the power to determine the most appropriate zoning district and the timing of zoning map amendments are still at the discretion of the Elected Body as advised by the Plan Commission.

However, at the same time, communities want their new zoning code to result in predictable community character, and in more humane building, streetscape, and public space designs.

Hybrid codes offer the strongest ability to customize a code to the realities and aspirations of a community because they are not subject to the more rigid constraints of a Euclidean, Performance, or Form Based zoning system, and thus can capture the best aspects of each, while avoiding the most troubling weaknesses.

Vandewalle & Associates strongly recommends using the more flexible and more responsive Hybrid Zoning approach.

As zoning best practices evolve and change, we continue to adapt, modernize, and integrate new ideas and policy approaches into each Zoning Ordinance rewrite process we complete. One of the most prevalent topics at the top of mind today across Wisconsin is - how zoning can impact housing affordability and availability.

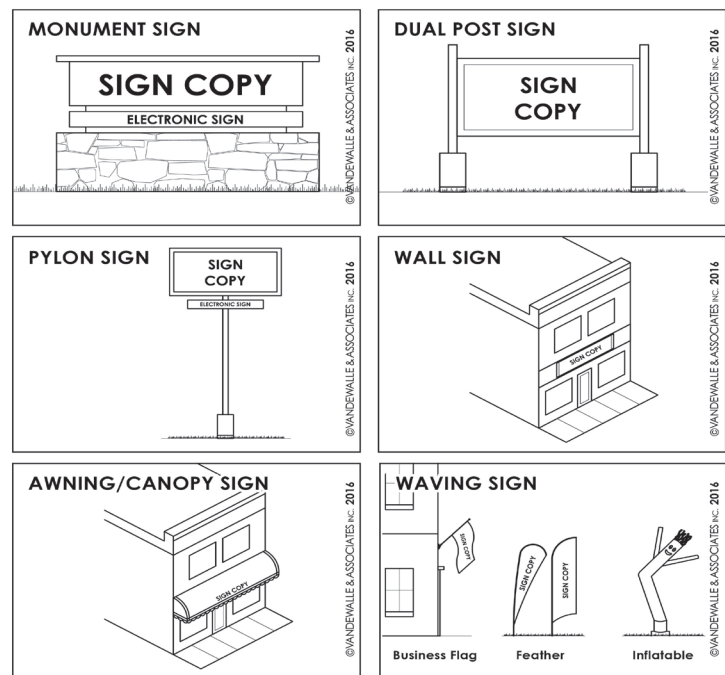
Wisconsin is projected to need 140,000 more housing units between 2020-2030 to keep up with current demand (Source: Forward Analytics, A Housing Hurdle: Demographics Drive Need for More Homes, 2022).

In response, the Wisconsin League of Municipalities published, “A User’s Guide to Wisconsin Neighborhood Affordability.” Several of the reports key recommendations included zoning reform ideas such as allowing missing middle housing, removing density maximums and instead using a form-based approach, reducing or eliminating parking minimums, and streamlining development review processes.

Further, the Wisconsin League of Municipalities has been publishing monthly summary document guides and videos over the past year called “More Housing”. Many of the recommendations reflected in these publications are reflective of our zoning rewrite approach and will be explored and integrated into the City’s new Zoning Code.

We aim to provide a collection of strategic zoning approaches aimed at providing the community with new opportunities for diverse housing formats. These include:

- Allowing residential land uses to be integrated within commercial zoning districts through mixed-use opportunities.
- Utilizing form-based principles for residential zoning districts where there are no unit or density maximums. Instead, the setbacks, height, impervious surface, and lot dimensions dictate density and allow for developments to be well-integrated into neighborhood context.
- Reduction or elimination of parking standards, which reduces development costs, reduces surface parking, and promotes multi-modal transportation options.
- Allow accessory dwelling units and in-family suites in all residential districts by-right with defined site requirements to enable alternative housing formats within existing neighborhoods.
- Develop bulk dimensional standards that promote traditional neighborhood design principles such as reduced front setbacks for structures that integrate front porches, reduction in minimum lot sizes, front-loaded garage setback and percentage requirements, and impervious surface standards in replacement of building lot coverages to promote greater use of lots within existing developed neighborhoods.
- Create zoning districts specifically to enable missing middle housing formats including small-lot and alley-loaded single-family, different forms of two-family unit configurations, small and mid-scale multi-family units, condominium or rental opportunities through options for zero lot lines or multiple units on the same lot, and higher-density multi-family in appropriate locations.



Beyond housing, the City has several other defined goals it seeks to accomplish through this process. We have developed several new Zoning Ordinances which utilize the following strategies to further advance those ideas in helping the community move toward its goals. These include:

- Create new zoning districts and land uses that allow diversity in building configurations, mixing of uses by-right, and combine common land use types together into overarching land use categories.
- Incentivize green infrastructure and sustainable development through alternative energy production permitted in all zoning districts, raingarden and landscaping standards that integrate native plantings, inclusion of on-site recreational space in new multi-family development, EV charging opportunities, bicycle parking standards, and the use of maximum impervious surface standards.
- Address “hot button” topics head on leveraging our experience writing and administering Zoning Ordinances across Southern Wisconsin. This provides our team with the ability to figure out what works for each community and develop models that address community needs and align with all statutory requirements. Topics often include: short-term rentals, accessory dwelling units, parking, upzoning, and more.
- Promote active transportation options through bicycle and pedestrian access standards, allowing increased height, density, and mixed-use options in appropriate locations and along community corridors, reducing setbacks or creating maximum front setbacks to create a pedestrian-oriented experience, and reducing or eliminating minimum parking standards and integrating maximum parking standards.
- Protecting and promoting reinvestment in community assets such as downtown and the riverfront utilizing unique design standards and bulk dimensional standards for key areas.
- Staying up to date and current with land use case law and statutory changes. Because we complete so many zoning code rewrites across the state and administer many of them following adoption through development review, we are always tracking law changes and addressing them within our client community’s codes. This unmatched level of expertise and continuing knowledge base can be vital to the long-term success of the code and the community avoiding future legal challenges post-adoption.

The City’s RFP makes clear that the City is committed to supporting quality development that respects the past and strategically positions itself as it transitions into the future. With Vandewalle & Associates, we offer a team of professionals with a depth of experience in designing for community character, progressive neighborhood design, and strategic development, along with the ability to craft development regulations that advance these community goals.

DATA NEEDS

Item #2.

We would anticipate there would be data requested from the City as part of this project. In order to complete several of the upfront steps in respect to changes that have occurred recently to resolve particular issues, identify areas of the existing code that need to be retained, and complete an analysis of where there are existing code deficiencies, we would request recent data (as available) related to the following (last 10 years):

- Variances
- Zoning Text and Map Amendments
- Planned Developments
- Project-Specific Data/Plans (good development examples that we want to enable within the new code)

As part of the Zoning Map process, we will be requesting available GIS data that can assist us with this effort. V&A already has some of this data from our past work with the City, but we would foresee needing other GIS data too, including:

- Existing Zoning
- Parcels
- Land Use

There may be additional data requested through this process and this list may not be exhaustive. We would also encourage any other ideas City staff may have related to data you have already collected or have access to that may be beneficial to this process.

In response to the RFP's Outlined Scope of Services, the following pages feature a summary of how each of those elements identified by the City within the RFP are proposed to be incorporated, addressed, and reflected within our Team's proposed Scope of Work. The Scope of Work below is a process and approach V&A has successfully employed in six different Zoning Ordinance Rewrite projects over the past seven years.

Work Element 1: Project Management and Communication

Virtual Monthly Staff Meetings (18): Established at the forefront of the process, regularly scheduled virtual update meetings throughout the process with City staff.

In-Person City Staff Working Sessions (4): In-Person 2-hour working sessions throughout the project to review and discuss key draft deliverables as they are produced.

Deliverables: Facilitated discussions, meeting agendas and review materials, and follow up materials

Work Element 2: Public Participation and Outreach

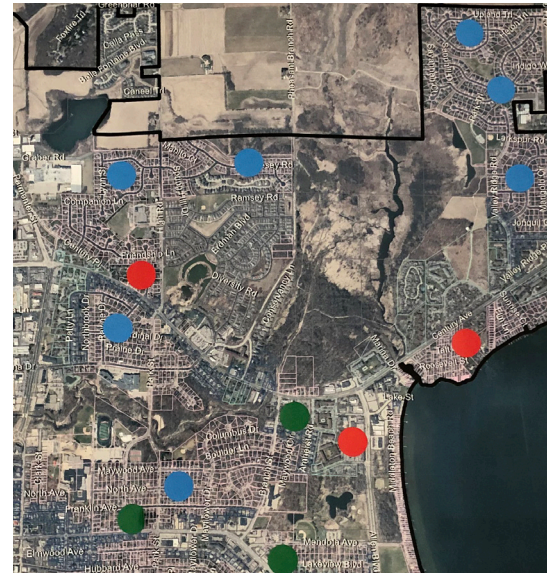
In-Person Steering Committee Review and Input Meetings (8): Regular updates and milestone project deliverables review meetings in a workshop format with the Plan Commission. This will occur throughout each Work Element.

In-Person City Council Review and Input Meetings (3): Regular updates and milestone project deliverables review meetings with the City Council. This will occur throughout each Work Element.

Deliverables: Facilitated discussions, meeting agendas, review materials, and presentations, and follow up materials

Work Element 3: Issues Identification and Existing Zoning Code Evaluation

Research, Data Gathering, and Best Practice Evaluation: Review existing plans, ordinances, and City data to identify and understand areas where recommended changes are needed in the new Zoning Ordinance. This will include the City's current Zoning Code, Subdivision Ordinance, Comprehensive Plan, and relevant planning document. It will also include zoning data related to past Variances, Planned Developments, Zoning Amendments, and GIS data. City staff will assist in providing all relevant plans and data, as available. Finally, it will include research and data gathering related to zoning best practices to be integrated into the new code's development related to key topic areas and existing issues the City is looking to resolve (ex. housing, mixed use, etc.).



Middleton Zoning Issues and Opportunities Workshop

SCOPE OF SERVICES

Item #2.

Issues Identification Report and Code Evaluation Report:

Using the feedback gathered throughout Work Element 2, an Issues Identification and Existing Code Evaluation Report will be produced to detail the performance of the code and map today, in addition to best practice ways to resolve these issues through the new Zoning Code and Map and Subdivision Code.

Deliverables: Summary of research and data collection, issues identification report, and existing zoning ordinance evaluation report

Work Element 4: Draft Zoning Districts, Land Uses, and Bulk Dimensions

Prepare Draft #1 Zoning Districts and Land Use Tables: Creation of draft new

Zoning Districts, their associated bulk dimensions, land uses, and permitted and conditional land uses within each district.

Prepare Draft #2 Zoning Districts and Land Use Tables: Revisions to the Draft Zoning Districts and Land Use Tables based on the feedback provided by City staff and the Plan Commission.

Deliverables: Draft zoning district translation table (existing vs. proposed), draft zoning district details breakdown, draft bulk dimension and land use tables (2 iterations), facilitated discussion, and meeting materials

Work Element 5: Draft Zoning Map

Testing Draft Zoning Districts on Initial Draft Zoning Map:

Vandewalle & Associates will work with City staff in testing the draft Zoning Districts on a preliminary draft Zoning Map. V&A will produce the preliminary draft Zoning Map, develop questions and potential text revisions needed based on the map, provide it to staff for review, and work with staff to go through key questions areas and identify potential zoning district, land use, or bulk dimensional changes needed. Vandewalle & Associates will facilitate a meeting with City staff to review the preliminary Draft Zoning Map and discuss the changes needed.

Prepare Draft(s) and Adopted Zoning Map: Consultant-led development and creation of the new Zoning Map utilizing our time-tested approach in association with the preparation of the draft Zoning Code. This will include multiple iterations of the map to be reviewed and revised based on City staff, Plan Commission, City Council, and public feedback gathered throughout the process. Data will be provided for use in updating the City's existing online interactive zoning map.

Deliverables: Initial test draft zoning map, draft zoning ordinance translation map (existing vs. proposed), draft zoning maps (3 iterations), adopted zoning map (1)

Figure 1: Existing Allowed Residential Uses, Mount Horeb

	Single Family	Two-Family	Attached Single-Family Townhouse	Small Multi-Unit (max 8 units)	Medium Multi-Unit (max 12 units)	Large multi-unit (over 12 units)
R-1 Single Family Residential	Allowed	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed
R-2 Two-Family Residential	Allowed	Allowed	Not allowed	Not allowed	Not allowed	Not allowed
R-3 Multifamily Residential	Allowed	Conditional	Allowed	Allowed	Allowed	Not allowed
R-4 Elderly Housing Residential	Not allowed	Not allowed	Not allowed	Allowed	Allowed	Allowed (up to 24 units)
NB Neighborhood Business	Allowed	Conditional	Not allowed	Conditional	Not allowed	Not allowed
PB Planned Business	Not allowed	Not allowed	Not allowed	Conditional	Not allowed	Not allowed
CB Central Business	Not allowed	Not allowed	Not allowed	Conditional	Not allowed	Not allowed
MSB Main Street Business	Allowed	Conditional	Not allowed	Conditional	Not allowed	Not allowed

Village of Mount Horeb Allowed Residential Units by District



City of Jefferson, Parcel by Parcel Analysis

SCOPE OF SERVICES

Item #2.

Work Element 6: Draft Zoning Code Development

Prepare Part 1 of Draft Zoning Code: Using our recently completed codes as a starting point (which are current with statutory and case law directives), a highly customized Draft Zoning Code text will be prepared including:

- Definitions
- Zoning Districts (purpose of each district and overlay districts)
- Land Use Regulations (land use table by zoning district, all land use definitions and standards)
- Bulk Regulations (bulk dimensions table by zoning district, unique bulk standards situations)
- Nonconforming Situations (uses, lots, structures, etc.)

Part 1 Policy Decision Guide: Key policy questions will be identified, and a policy decision guide will be produced for use during City staff working sessions and Plan Commission review and input meetings.

Revised Part 1 of Draft Zoning Code: Based on feedback from City staff and the Plan Commission, Part 1 will be revised to reflect policy decision guide determinations.

Prepare Part 2 of Draft Zoning Code: Using our recently completed codes as a starting point (which are current with statutory and case law directives), a highly customized Draft Zoning Code text will be prepared including:

- Performance Standards (access, visibility, parking, parking lots, noise, lighting, etc.)
- Points-based Landscaping and Bufferyard Regulations (lots, buildings, parking, etc.)
- Exterior Building Design Requirements (design standards for new development, additions, etc.)
- Sign Code (all sign regulations)
- Procedures and Administration (notices, amendments, CUPs/PUDs, site plan review, etc.)

Part 2 Policy Decision Guide: Key policy questions will be identified, and a policy decision guide will be produced for use during City staff working sessions and Plan Commission review and input meetings.

Revised Part 2 of Draft Zoning Code: Based on feedback from City staff and the Plan Commission, Part 2 will be revised to reflect policy decision guide determinations.

Deliverables: Draft zoning code part 1 and 2 (2 iterations), policy decision guides, internal review documents and guides

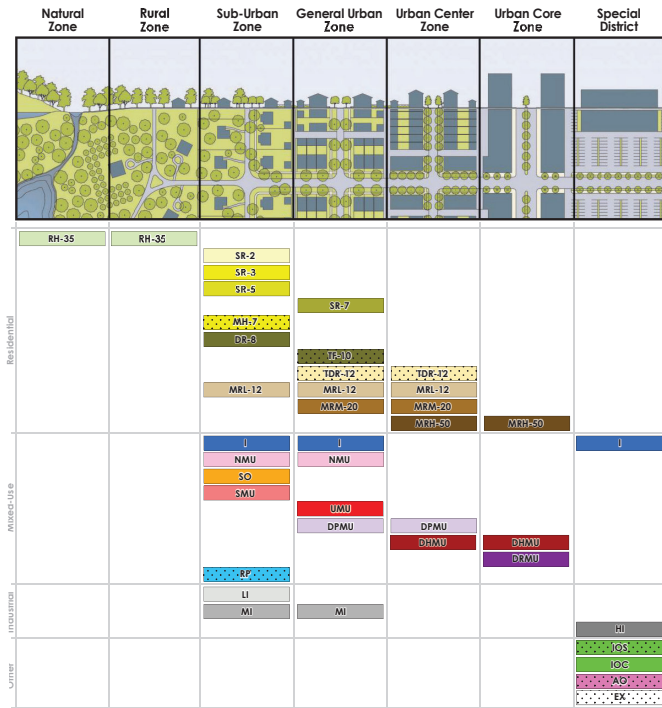
Work Element 7: Draft Subdivision Code Development

Prepare Draft Subdivision Code: Using our recently completed codes as a starting point (which are current with statutory and case law directives), a customized Draft Subdivision Code text will be prepared.

Subdivision Code Policy Decision Guide: Key policy questions will be identified, and a policy decision guide will be produced for use during City staff working sessions and Plan Commission review and input meetings.

Revised Subdivision Code: Based on feedback from City staff and the Plan Commission, prepare a revised Draft 2 of the Subdivision Code to reflect policy decision guide determinations.

Deliverables: Draft subdivision code (2 iterations), policy decision guides



City of Wausau Zoning District Transect Example

Work Element 8: Zoning Code, Map, and Subdivision Code Review and Adoption

Prepare Public Draft of Zoning Code: Combining the revised versions of Part 1 and 2, the Public Draft Zoning Code will be produced. This draft will be reviewed by City staff, other City Committees, the public, Plan Commission, and City Council.

Prepare Executive Summary of the Draft Zoning Code and Map: Create an Executive Summary document to explain and illustrate a simplified and easy to digest list of key changes and overall user-guide for the Draft New Zoning Ordinance and Map.

Prepare Public Draft of Subdivision Code: Prepare the Public Draft Subdivision Code based on revisions and feedback received on Draft 1. This draft will be reviewed by City staff, other City Committees, the public, Plan Commission, and City Council.

Prepare Executive Summary of the Draft Subdivision Code: Create an Executive Summary document to explain and illustrate a simplified and easy to digest list of key changes and overall user-guide for the Draft Subdivision Code.

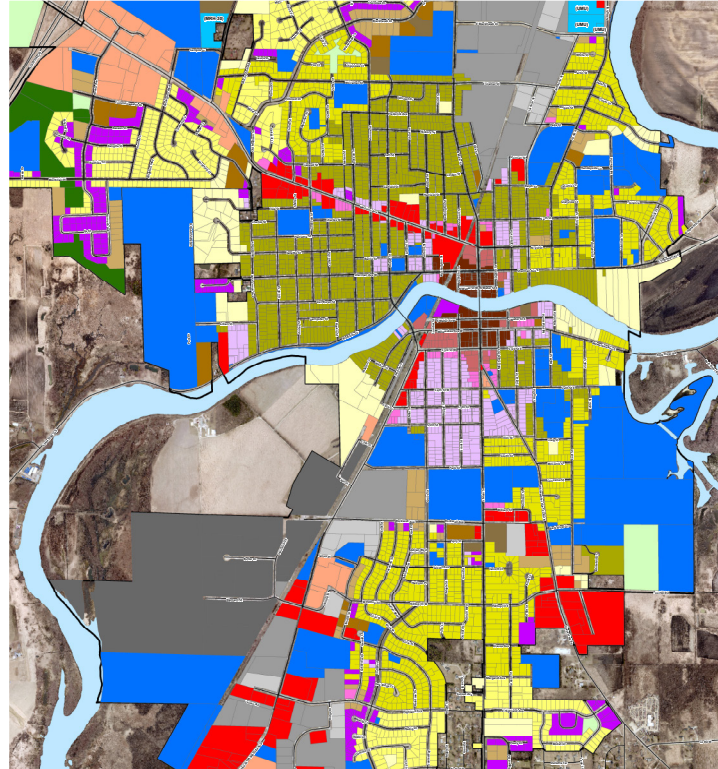
In-Person Plan Commission Public Hearing and Recommend

Meeting: Presentation and attendance at the Plan Commission public hearing to gather public feedback on the Final Draft Zoning Code and seek a recommendation for adoption.

In-Person City Council Adoption Meeting: Presentation and attendance at a City Council meeting to seek formal adoption of the Final Draft Zoning Code.

Prepare Adopted Zoning Code, Map, and Subdivision Code: Provide City staff with the adopted version of the Zoning Code and Map in all required City formats requested and any associated data from the process.

Deliverables: Public and final draft zoning codes (2 iterations), public and final draft subdivision code, executive summary of new zoning code, map and subdivision code, facilitated discussions, meeting agendas, review materials, and presentations, and follow up materials



Fort Atkinson Zoning Map

Public Input Optional Tasks

In further customizing this Scope of Services to best fit Columbus, Vandewalle & Associates is willing and open to make strategic changes to best fit desired roles, responsibilities, and budgetary constraints. The following optional tasks can be added to the proposed baseline scope of services included above, at the discretion of City staff. The optional tasks may be selected on an a la carte basis.

Stakeholder Listening Sessions (2): We use listening sessions to gather insights directly from the subject matter experts in the community. Participants in stakeholder focus groups will be selected in consultation with staff, but are likely to include key stakeholders and interest groups such as local developers, City Department Heads, neighborhood or area associations, local businesses, etc.

Public Zoning Workshop and Online Follow Up Survey: Featuring both virtual and in-person input opportunities, this event will generate the feedback needed to understand key issues, opportunities, and locations that require special attention as part of the project. The Workshop will be facilitated by V&A's experienced team members and will be highly interactive with numerous activities to solicit a wide variety of input. Workshop materials will also be posted to the project website for individuals unable to attend in person to contribute feedback. Directly following the in-person event, an online survey will be hosted on the Project Website in both text and interactive map-formats that mirror the questions asked during the in-person event. This will provide an opportunity for interested individuals who were unable to attend the event to give feedback.

Prepare Zoning Map Mailing Notices: Create and mail notice letters to individual property owners where a substantial zoning change is proposed (downzoning or upzoning). In addition to preparing the mailers, V&A can also field questions and comments from property owners in response to the notices to inform changes to the Draft Zoning Map prior to seeking adoption.

Prepare Post-Adoption Summary Guides and Applications: Around the time of adoption, V&A will develop a set of summary guide materials that explain and summarize the most common and standard components of the Zoning Code such as requirements for fences, certain signs, ADUs, landscaping, etc. Additionally, model application materials for the processes associated with the new Zoning Code will be developed and provided to City staff for use directly following the adoption process.

Deliverables: Public meeting advertising materials, facilitated discussions, meeting agendas, meeting materials, review materials, presentations, online surveys using Survey Monkey, follow up materials, zoning change mailing notice letters and mailing list, fielding calls and emails in response to notice letters, summary of mailing notice feedback received, summary guide materials, and application process templates



Community-Based Public Engagement Strategies

- **Pop-Up Outreach at Community Events/Locations**
 - Farmer's Markets
 - School Events
 - Music Events and Festivals
 - Grocery Stores
 - Parks
 - Local Businesses
- **Public Vision Workshop**
- **Community Art / Self-Expression** for residents to freely communicate what they love and what is important to them
- **Youth Engagement**
- **Brown Bag Discussion Events**
- **Pitches and Updates at Existing Community Meetings**
- **Empowering Plan Champions** including Working Group Members, Plan Commission Members, Municipal Staff, Business Owners and Community Leaders
- **Meetings in a Box**



Pop-Up Event



Community Art/Expression

Online and Alternative Media Public Engagement Strategies

Online Public Engagement. Vandewalle & Associates provides a wide variety of interactive virtual nonparticipating options. We use tools like:

- **Project websites with sign-ups for project updates** ([example](#))
- **Social Media Engagement with a Plan Update Hashtag**
- **Online Surveys / Questions of the Week** on the Client Website and Social Media utilizing SurveyMonkey or Polco
 - Interactive map-based online surveys ([example](#))
 - Interactive online workshops/visual preference surveys ([virtual polling](#))
- **PowerPoint presentations recorded with full audio or as videos** and the option to auto advance, which can be distributed electronically
- **Idea Boards** posted on the community website to generate feedback on key topics in an interactive format ([example](#))
- **Email blast announcements**

For virtual meetings of all kinds we have the following technologies available: Microsoft Teams, GoToMeeting, Zoom, Zoom Webinars, Webex, Adobe Connect



Project Website

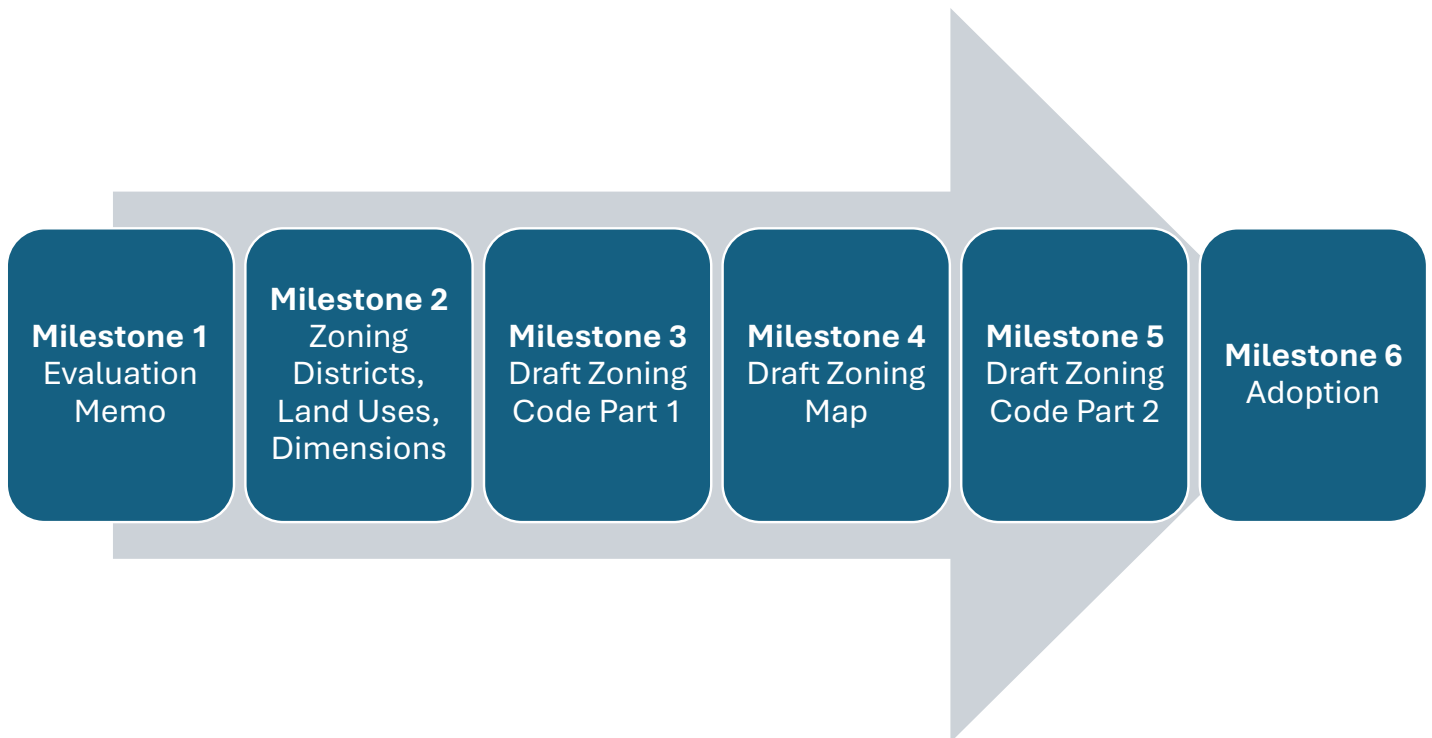


Online Survey

PROJECT TIME SCHEDULE

We appreciate the City's desire for this project to be done quickly and efficiently. That is also our goal with a project like this. However, in completing Zoning Ordinance Rewrite projects for the past several decades, we have found that it typically takes a minimum of 12-18 months to complete. This provides adequate time for City staff, the public, committee members, and elected officials to feel comfortable with the new ordinance prior to seeking and completing adoption. It's not prudent to rush this type of process because it is very detailed-oriented and mistakes must be avoided to the extent possible. We believe that our project time schedule builds in the adequate time needed to complete each of the tasks outlined within our Scope of Work.

Overall, we feel that we can deliver the intended outcomes as desired by the City within the timeframes indicated on the following page.



City of Columbus Zoning Code Rewrite Recommended Project Schedule

2026

2025

	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December
1. Project Management and Communication																				
Task 1-1																				
Task 1-2																				
2. Public Participation and Outreach																				
Task 2-1																				
Task 2-2																				
3. Issues Identification and Existing Code Analysis																				
Task 3-1																				
Task 3-2																				
4. Draft Zoning Districts, Land Uses, and Bulk Dimensions																				
Task 4-1																				
Task 4-2																				
5. Zoning Map																				
Task 5-1																				
Task 5-2																				
6. Draft Zoning Code Development																				
Task 6-1																				
Task 6-2																				
Task 6-3																				
Task 6-4																				
Task 6-5																				
Task 6-6																				
7. Draft Subdivision Code Development																				
Task 7-1																				
Task 7-2																				
Task 7-3																				
8. Zoning Code, Map, and Subdivision Code Review and Adoption																				
Task 8-1																				
Task 8-2																				
Task 8-3																				
Task 8-4																				
Task 8-5																				
Task 8-6																				
Task 8-7																				
Optional Tasks (a la carte)																				
Optional 1																				
Optional 2																				
Optional 3																				
Optional 4																				

● Milestone Meeting Dates (estimated)

Item #2.



Capital East District Eye-Level Perspective

FIRM PROFILE & QUALIFICATIONS

VANDEWALLE & ASSOCIATES

WHO WE ARE

Top-level teams turning assets into economic opportunities, transformational projects, and impactful solutions

Vandewalle & Associates is a collection of passionate professionals with expertise in disciplines that converge to best impact change and make places work better for people:

- **Community planning and zoning**
- **Sign regulations**
- **Comprehensive planning**
- **Intergovernmental relations**
- **Development review**
- **Multi-layered asset analysis**
- **Economic strategy**
- **Market analysis**
- **Redevelopment**
- **Design and Architecture**
- **Marketing**
- **Real estate**
- **Public-private partnerships**

Established in 1976, V&A has been a Midwest leader in community planning, zoning, public participation, place-based analysis, economic strategies, visioning, planning, and implementation for more than 40 years. We work in partnership with our clients to identify core, place-based opportunities and translate them into strategic plans, innovative projects, and custom regulations.



**2 offices
40+ years**



Vandewalle & Associates is a Wisconsin leader in providing outstanding and cost-effective community planning services.

Our objective with our municipal planning services practice is to provide our municipal clients with carefully customized personnel and services to best meet their needs.

Municipal Planning. Our approach for municipal planning services has several components:

- Working in many communities as their on-call planner for years and even decades has provided our firm with unparalleled consistency in service, institutional knowledge, and a true connection to the community.
- Ongoing work is allocated between the local team to be as cost-effective as possible – providing a best-fit or blend between experience and billing rates.
- When specialized assignments arise, our local team is able to call on Vandewalle & Associates' team of more than twenty professional planners and designers. These include our company core of eight principals and president – each of whom has been with us for more than twenty years, and have a combination of almost 200 years of professional experience. This approach gives our municipal clients immediate access to the most experienced and diversely-skilled planning firm in the Midwest.

Our service model works well. We have been serving many of our municipal clients for more than 15 to 25 years. These clients include Fontana, Lake Geneva, Delavan, Edgerton, Cross Plains, Jefferson, Johnson Creek, Watertown, Oregon, Mount Horeb, Fort Atkinson, Franklin, Middleton, Monroe, and Shawano. In growing communities where planning needs are expanding, we are often the last on-call planning consultant before a community hires in-house planning staff.

Recognized for Excellence. Vandewalle & Associates has received both state and national recognition for developing a system of planning and development for small and mid-sized communities. In 2004, the firm was recognized by the Wisconsin Chapter of the American Planning Association (APA-WI) for Outstanding Contribution to Planning in Wisconsin. Vandewalle & Associates' approach to community planning services is based on this award-winning approach. In 2017, Vandewalle & Associates was recognized by APA-WI for two projects – the Village of Oregon Sign Code and the Madison Metropolitan School District Enrollment Projections Study – that both received the Excellence in Planning Award from the Wisconsin Chapter of the American Planning Association. In 2020, Vandewalle & Associates received the Excellence in Planning Award from APA-Wisconsin for the City of Wausau Zoning Code and Zoning Map. In 2024, Vandewalle & Associates received the Excellence in Planning Award from APA-WI for the City of Middleton Zoning Code rewrite. We also regularly present at the APA-Wisconsin Planning Conference - which we did twice in 2022 and twice again in 2024.



Development Review. We provide outstanding on-call development review services. Typically, these services include attending monthly development review staff meetings and plan commission meetings, preparing and presenting reports and recommendations on development proposals, and site inspections to ensure compliance with approved site plans, architectural details, landscaping, lighting, signage, and conditions of operation. Where development activity is sporadic, we reserve dates for all the above, and then attend as requested by the municipality.

Our firm prides itself on a tradition of building and sustaining the confidence of the plan commission, elected officials, zoning board of appeals, and other municipal bodies to review development in an effective and predictable manner, with an efficient process that yields improved results for the community, nearby properties, and the applicant.

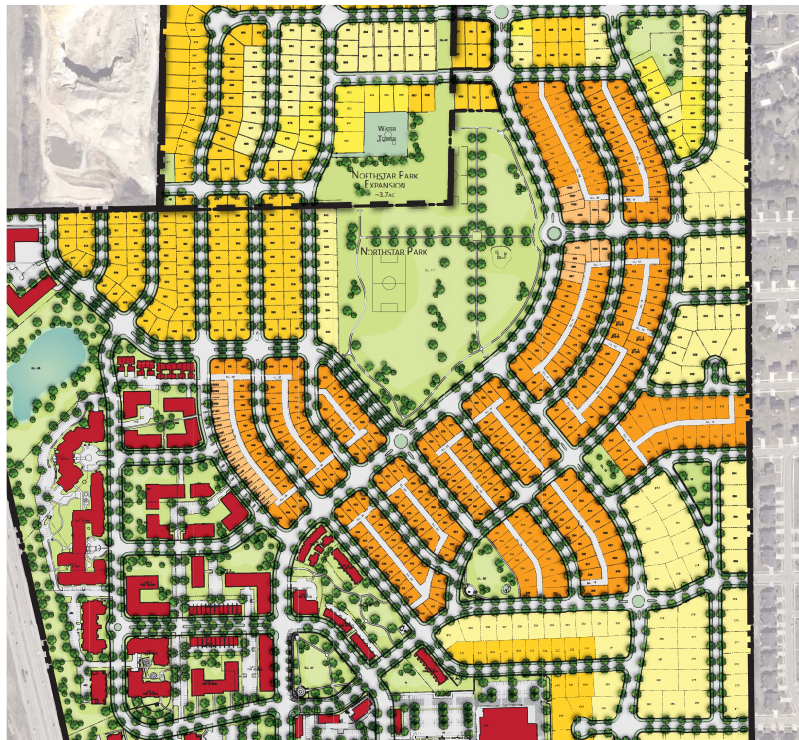
Our experience is particularly deep in communities where redevelopment is predominant, and projects must achieve a win-win balance on tight sites with challenging economics and where the preservation and enhancement of community and neighborhood character is a high priority.

Local Regulations. Vandewalle & Associates is Wisconsin's leader in customizing zoning, subdivision, official mapping, urban design, landscaping, and sign regulations to effectively implement local objectives.

Our ordinances are carefully designed to work in communities that have limited staff resources by providing:

- Regulations that are crafted to attain community objectives while responding to the economics of development specific to the municipality
- Zoning districts that are fully customized for each community, with clear relationship to municipal plans
- Complete descriptions of all procedures
- Detailed application checklists
- Complete code definitions, including effective land use descriptions which can accommodate evolving and new forms of development and commerce, and specific examples of such uses
- Effective graphics to convey information
- Tables to enable quick reference
- Clear cross-relationships between zoning, subdivision, and official mapping requirements.

See our proposed Zoning and Sign Ordinance Rewrite Scope of Work for more details below.



Grandview Commons Compiled Plan - Madison, WI

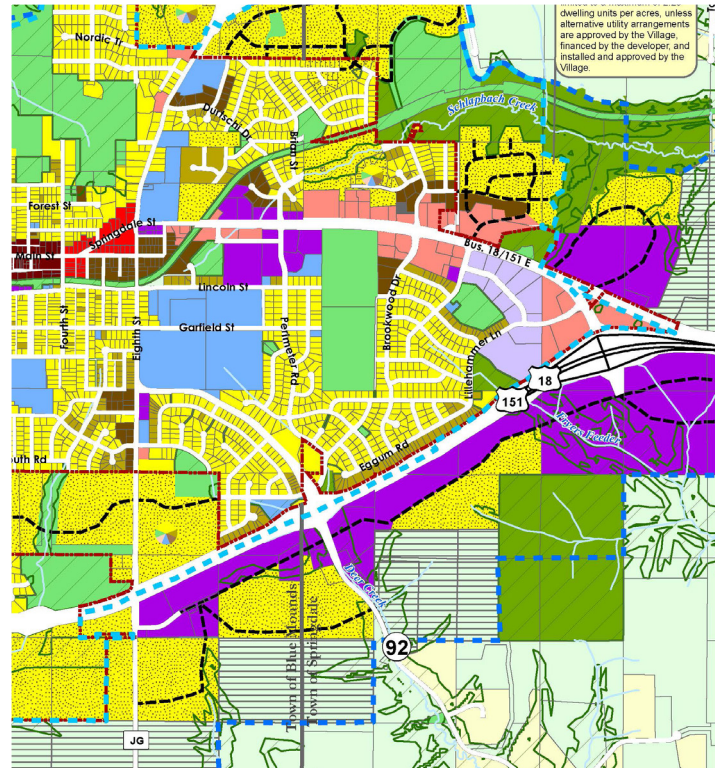
Comprehensive & Neighborhood Plans. Vandewalle & Associates has more than 40 years of experience in preparing comprehensive plans that are designed to become a reality.

Because of our broad range of expertise, our comprehensive and neighborhood plans are firmly grounded in the specific economic realities of the community, and seek to leverage each community's unique assets to accomplish municipal priorities and community benefits. We firmly believe that a strong vision for the planning area is essential to enhance community character, economic development, environmental protection, and the quality of life.

Our plans guide future growth and redevelopment to create vibrant neighborhoods and downtowns, expand the mix of community services and housing choices, address long-term public safety and environmental objectives, and enhance the community's ability to attract a more diverse and sustainable tax base.

Our plans are committed to meaningful public participation. Our planning processes use diverse cost-effective participation techniques to prioritize public input at the beginning of the planning effort, and clear communication to shepherd the plan through adoption.

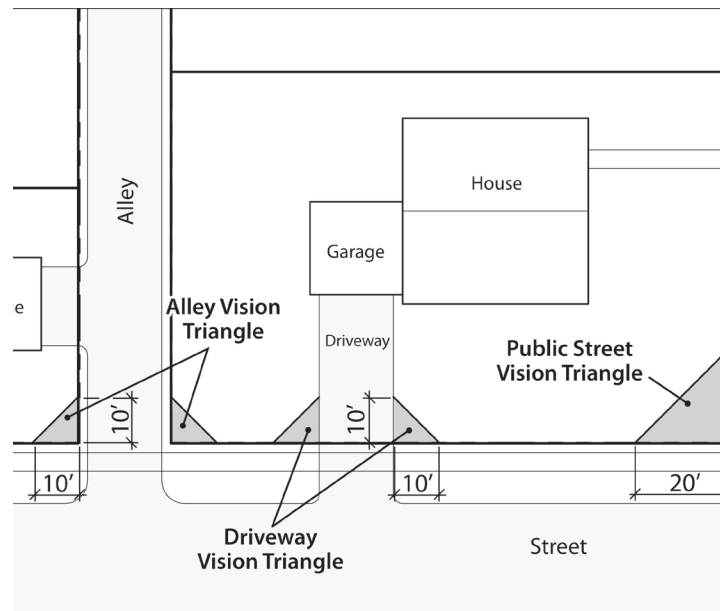
Finally, our plans are often designed to assist with subsequent grant applications and fundraising efforts by communicating key concepts with visually-compelling graphics and maps.



Mount Horeb Comprehensive Plan Future Land Use Map

Zoning & Subdivision Ordinance Preparation.

Vandewalle & Associates staff takes great pride in our ability to implement our client communities' goals and objectives through ordinance preparation. More directly, our firm includes regionally recognized experts in zoning and subdivision regulations. Our expertise and knowledge in both time-tested and cutting edge regulatory techniques enables us to create ordinances to both be easily administered and match changing development trends. Zoning and subdivision regulation can be complicated and controversial. Without proper project management, a sound working strategy, and ongoing local involvement, regulatory rewrites by consultants often fail and local officials are left to deal with the mess. Our experience has taught us that the most effective approach arranges the process in a series of steps, organized around working sessions with local officials and other interested parties. Our proven approach builds strong working relationships with key local staff and officials who have been and will be on the "front lines" of zoning and subdivision decisions. See our Project Approach section below for more details.



Redevelopment & Revitalization Planning.

Vandewalle & Associates prides itself on getting projects built. Our success in the field has been our ability to balance creative and visionary planning with pragmatic attention to project execution. Our projects are designed to be ‘market driven’ and based on an in-depth understanding of the local economic as well as physical landscape. Most of our principal staff, in addition to having solid city planning and design credentials, have additional training in urban economics, economic-geography, or real estate.

Most of our large redevelopment projects have involved upfront market analysis to determine the depth and direction of the local real estate market, and the absorption potential of various types of space. This work provides an early “reality check” to help provide direction to the planning process, and can help identify any unfulfilled market niches within the locality or region. Vandewalle & Associates’ success in the redevelopment arena is also attributed to our ability to identify specialized niches for urban sites for which no historic market may be known to exist. In real estate parlance, this is known as “making the market” or “positioning” a site through a careful selection of mutually supporting land uses or economic activities that have the potential to take advantage of unusual land use synergies and/or local/regional economic development initiatives. In all of our projects we seek to leverage local economic development opportunities to capitalize on a community’s unique assets.

Zoning & Subdivision Ordinance Preparation.

Vandewalle & Associates staff takes great pride in our ability to implement our client communities’ goals and objectives through ordinance preparation. More directly, our firm includes regionally recognized experts in zoning and subdivision regulations. Our expertise and knowledge in both time-tested and cutting edge regulatory techniques enables us to create ordinances to both be easily administered and match changing development trends. Zoning and subdivision regulation can be complicated and controversial. Without proper project management, a sound working strategy, and ongoing local involvement, regulatory rewrites by consultants often fail and local officials are left to deal with the mess. Our experience has taught us that the most effective approach arranges the process in a series of steps, organized around working sessions with local officials and other interested parties. Our proven approach builds strong working relationships with key local staff and officials who have been and will be on the “front lines” of zoning and subdivision decisions. See our Project Approach section below for more details.

Housing.

Planning and building cities and townscapes that are both functional and exciting lies at the heart of Vandewalle & Associates’ professional practice. We excel in designing timeless and memorable urban environments that are tailored to local conditions and are rich in local character. We bring our skills to a variety of complex challenges, including comprehensive planning; downtowns, special districts, transit-oriented, mixed-use developments; urban corridor redevelopment plans; brownfield site reuse planning; neighborhood redevelopment projects; market and economic impact analysis; and architectural design guidelines. Within all of this work, housing is often a cornerstone component. We utilize the following practices, on a regular basis, for client communities across Wisconsin. See below for more details.



South River Loop Revitalization - Racine, WI

D. P. WI
SOUT
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BE PROACTIVE ABOUT YOUR COMMUNITY'S HOUSING SUPPLY.

Item #2.

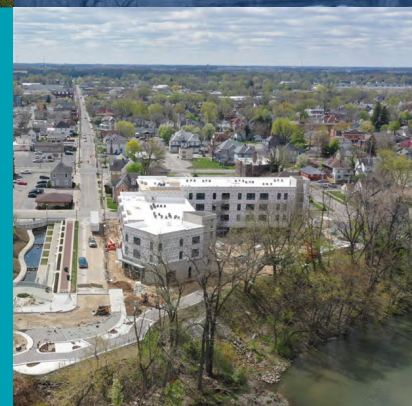


VANDEWALLE & ASSOCIATES INC.
Shaping places, shaping change

A COMPREHENSIVE APPROACH TO HOUSING AFFORDABILITY, SUSTAINABILITY, EQUITY, AND MIX



IN THE 1950S THE AVERAGE NEW HOME IN WISCONSIN WAS 2X THE AVERAGE INCOME. TODAY A NEW HOME COSTS NEARLY 9X THE AVERAGE INCOME.



FROM SMALL TOWNS TO MAJOR METROPOLITAN CITIES, housing challenges consistently rank as one of the top concerns of Midwestern communities today. The housing crisis may not look quite the same everywhere, but the crunch poses very real challenges in varying proportion and order of urgency:

- Shortage of attainable housing for workforce attraction
- Lack of affordable single-family homes for first-time buyers
- Gentrification and displacement of low-income residents
- Lack of housing options from rental to single family to senior housing
- Zoning code restrictions
- Balancing rural character with need for new development



A SUCCESSFUL STRATEGY FOR THE COMPLEX HOUSING PROBLEM REQUIRES A FIVE-SIDED APPROACH.

1. COMPREHENSIVE PLANNING AND ZONING
2. NEEDS ANALYSIS
3. SUBDIVISION AND LAND PLANNING
4. FINANCING STRATEGY
5. DEVELOPMENT MANAGEMENT

A STRATEGIC PLAN TAILORED FOR EACH COMMUNITY. Consider that Vandewalle & Associates is the only Midwest planning partner with deep experience assisting with all five angles on housing success. V&A offers the most comprehensive package of housing planning tools and services available. From urban centers to rural communities, we can help assess and address a complex set of issues with a strategic housing plan that answers your community's unique needs, helps bring needed development and financing, and minimizes development risks.

1. COMPREHENSIVE PLANNING AND ZONING:

- Comprehensive Planning Framework
 - Setting up housing goals and needs
 - Development of flexible land use policies
 - Planning for public facilities and infrastructure
- Aligning zoning and subdivision standards
 - Ensuring zoning regulations align with housing needs and that it can facilitate development in areas most appropriate
 - Facilitating housing diversity and encouraging an appropriate mix of unit types
 - Boundary agreements, urban service area amendments

2. HOUSING NEEDS ANALYSIS

- Market studies and detailed needs analysis of number of housing units and households served
- Updating the comprehensive plan to establish housing needs and goals and identify sites
- Site opportunity identification to fill housing gaps and needs

3. SUBDIVISION AND LAND PLANNING:

- Site identification and acquisition
 - Proactively talking to landowners within or adjacent to municipal boundary to understand site availability
 - Evaluate existing needs including utilities and infrastructure capacity
 - Identify fiscal gaps, needs, and constraints
- Concept planning for greenfield, infill, or redevelopment site with cost estimating
- Rehab and neighborhood improvement and infill

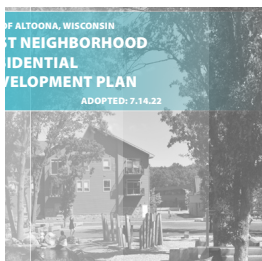
4. FINANCING STRATEGIES:

- Tax Incremental Financing (TIF)
 - Creation of mixed-use TID
 - Affordable housing TIF extension
- Identify funding sources to alleviate burden for creating new units
- Tax credits
- Bipartisan Infrastructure Legislation (BIL) funds and programs
- Private/corporate partnerships and contributions
- CDIs and non-profits
- Federal and state grants
- Special assessments

5. DEVELOPMENT MANAGEMENT:

- Developer RFPs and recruitment
- Project review and negotiations
 - Zoning and design
 - Financial assistance
- Project management
 - Phasing and coordinating public improvements with private development
 - Ongoing housing implementation and monitoring
 - Regional collaboration

THREE MORE REASONS OUR HOUSING APPROACH BUILDS POSITIVE IMPACT



PROVEN RESULTS CREATING A MIX OF HOUSING OPTIONS WHERE MARKET FORCES ARE NOT. Our expertise has been hard at work shaping

a new wave of welcome neighborhood development in communities such as Eau Claire, Waupaca, and Altoona.



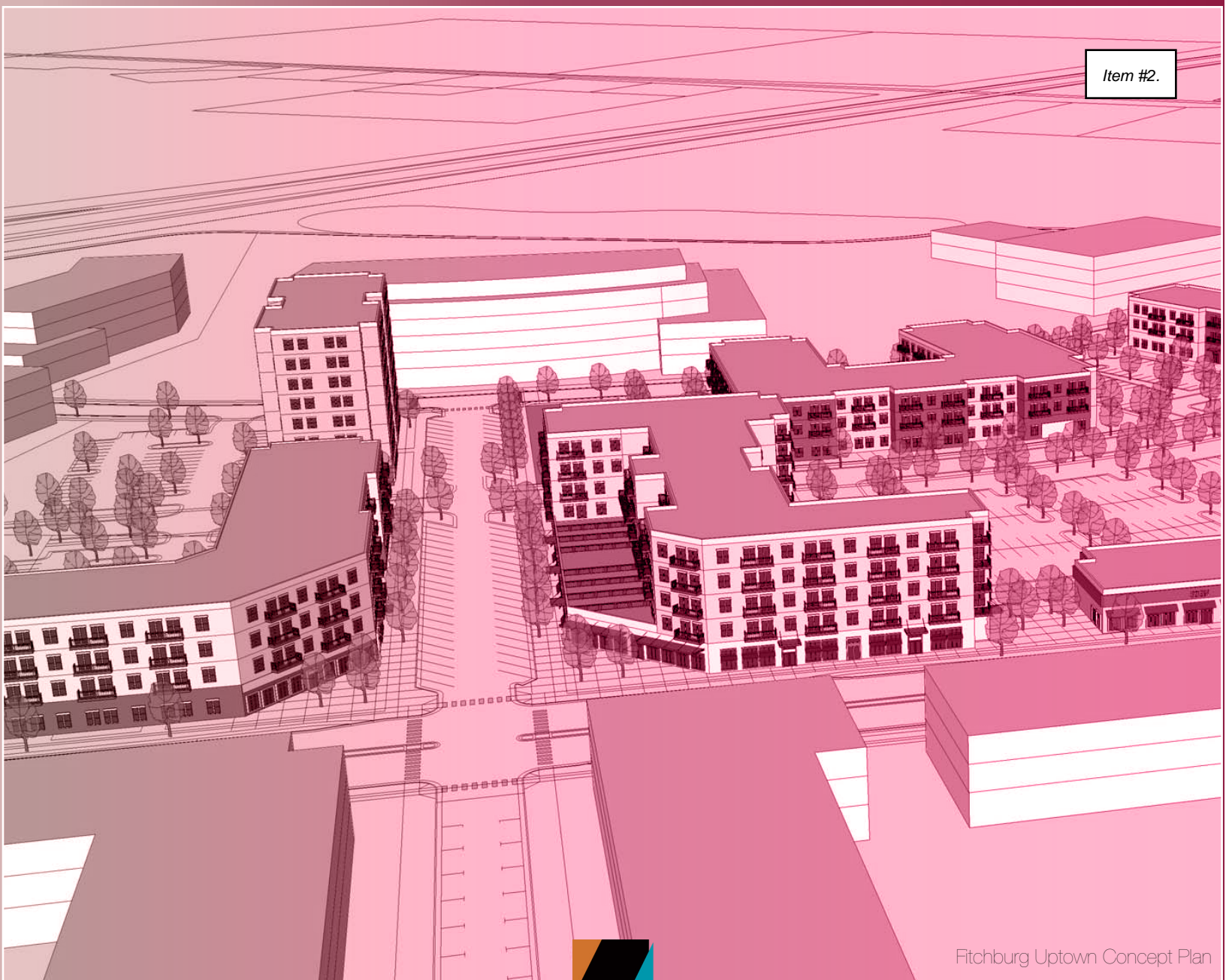
THE ORIGINAL ZONING EXPERTS. We work throughout Wisconsin and the Midwest on comprehensive zoning rewrites

that help add needed flexibility and address housing challenges. We have created zoning codes like these for places like Middleton, Wisconsin utilize some of the most progressive zoning codes in the state.



PARTNERS WITH ONE OF WISCONSIN'S MAJOR HOME-BUILDERS. With decades of experience designing housing

developments for some of Wisconsin's most successful and innovative home builders, we can help bring the right developer for the project. This includes traditional neighborhood designs with features like small lots, alleys, front porches, wetlands, trails, and walkable mixed-use hubs.



Fitchburg Uptown Concept Plan



PREVIOUS WORK AND REFERENCES

ZONING EXPERIENCE

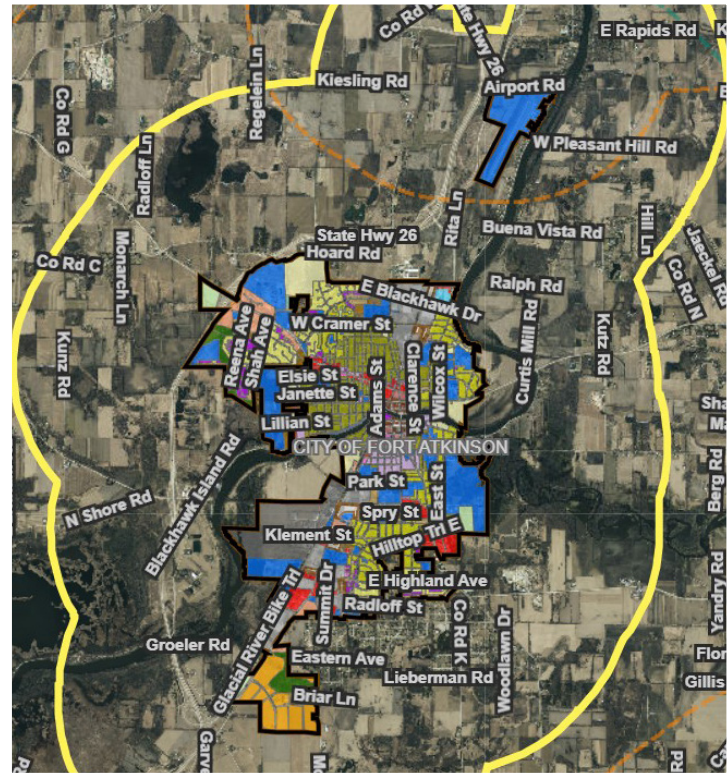
Item #2.

Vandewalle & Associates' staff takes great pride in its ability to implement our client communities' goals and objectives through ordinance preparation. Our team includes nationally recognized experts in zoning and subdivision regulations. Our expertise and knowledge in both time-tested and cutting edge regulatory techniques enable us to craft ordinances that are easy to administer and match changing development trends. Since Vandewalle & Associates' founding more than 40 years ago, we have consistently been leaders in providing codes that are designed to implement local plans by carefully responding to local economies, local resources, and local leadership. Vandewalle & Associates typically works on one or two of these major projects each year. Our efforts focus extensively on exploring the latest national best practices in form-based codes and sustainability.

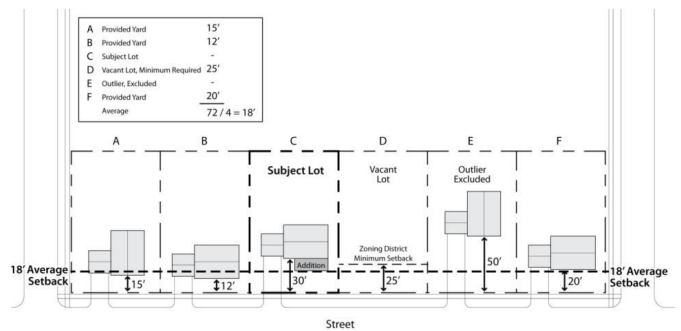
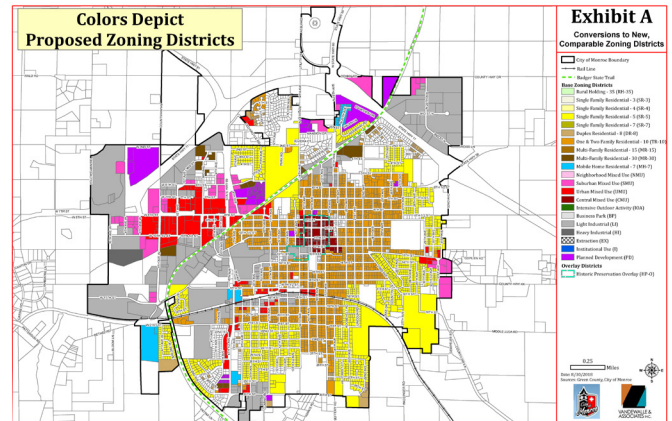
The table below shows a sampling of the ordinances that we have completed.

Zoning Ordinances

Village of Cross Plains, WI	City of New London, WI
Village of Darien, WI	City of Oconomowoc, WI
City of Darlington, WI	Village of Oregon, WI
City of Delavan, WI	City of Oshkosh, WI
Village of East Troy, WI	City of Portage, WI
City of Edgerton, WI	City of Prairie du Chien, WI
City of Evansville, WI	Town of Rib Mountain, WI
Village of Fontana, WI	City of Shawano, WI
City of Fort Atkinson, WI	City of Sheboygan, WI
Town of Germantown, WI	Village of Spring Green, WI
City of Janesville, WI	City of Stoughton, WI
City of Jefferson, WI	City of Sun Prairie, WI
Village of Johnson Creek, WI	City of Verona, WI
Village of Kohler, WI	Village of Walworth, WI
City of Lake Geneva, WI	City of Watertown, WI
Lincoln County, WI	City of Wausau, WI
Village of Maple Bluff, WI	Town of West Bend, WI
City of Marshfield, WI	City of Whitewater, WI
City of Middleton, WI	Village of Williams Bay, WI
City of Milton, WI	City of Belvidere, IL
City of Monroe, WI	Lee County, IL
Village of Mount Horeb, WI	City of Moline, IL
	Village of Rockton, IL



Fort Atkinson Interactive Zoning Map, 2023



Vandewalle & Associates has been a leader in Zoning Ordinance rewrites and updates throughout the Midwest. Below are just a few of our recent municipal clients for whom we have completed full Zoning Ordinance rewrites.

ZONING ORDINANCE PROJECTS.

City of Middleton, Wisconsin

Type of Project: Zoning Code Rewrite and Zoning Map

Duration of Scope: 2022 - 2024

Abby Attoun, Director of Planning & Community Development

7426 Hubbard Ave | Middleton, WI 53562

P: 608.821.8343 | E: aattoun@cityofmiddleton.us

Digital Copy: [City of Middleton Zoning Ordinance](#)

City of Fort Atkinson, Wisconsin

Type of Project: Zoning Ordinance Rewrite and Zoning Map

Duration of Scope: 2018 - 2020

Rebecca Houseman, City Manager

101 N Main Street | Fort Atkinson, WI 53538

P: 920.397.9901 | E: rhouseman@fortatkinsonwi.net

Digital Copy: [City of Fort Atkinson Zoning Ordinance](#)

City of Wausau, Wisconsin

Type of Project: Zoning Code Rewrite and Zoning Map

Duration of Scope: 2018 - 2019

Brad Lenz, Director of Planning, Community & Economic Development

407 Grant Street | Wausau, WI 54403

P: 715.261.6753 | E: brad.lenz@ci.wausau.wi.us

Digital Copy: [City of Wausau Zoning Ordinance](#)

City of Jefferson, Wisconsin

Type of Project: Zoning Ordinance Rewrite, Zoning Map, and Interactive Zoning Map

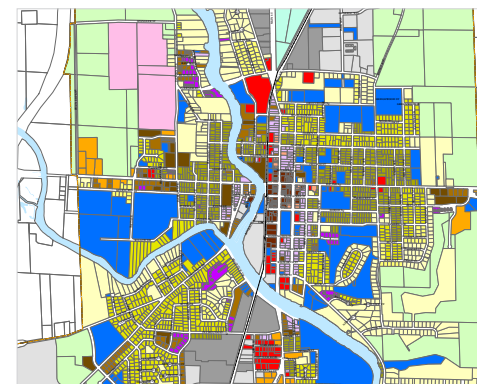
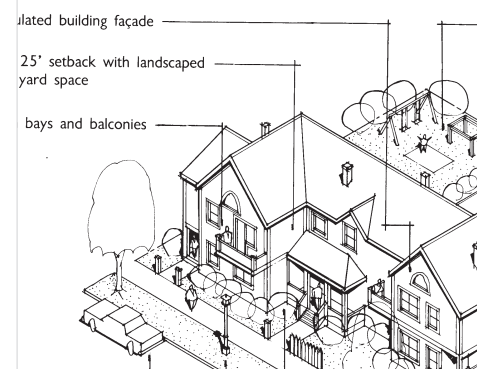
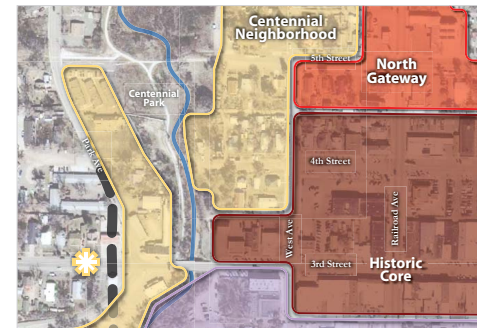
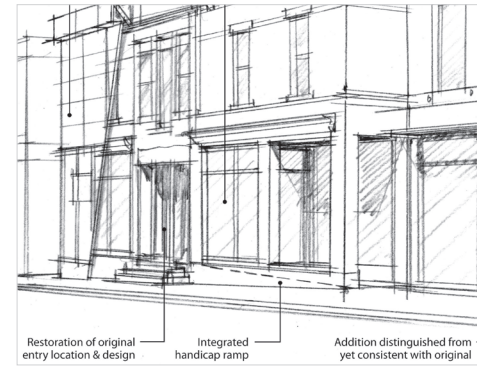
Duration of Scope: 2020 - 2021

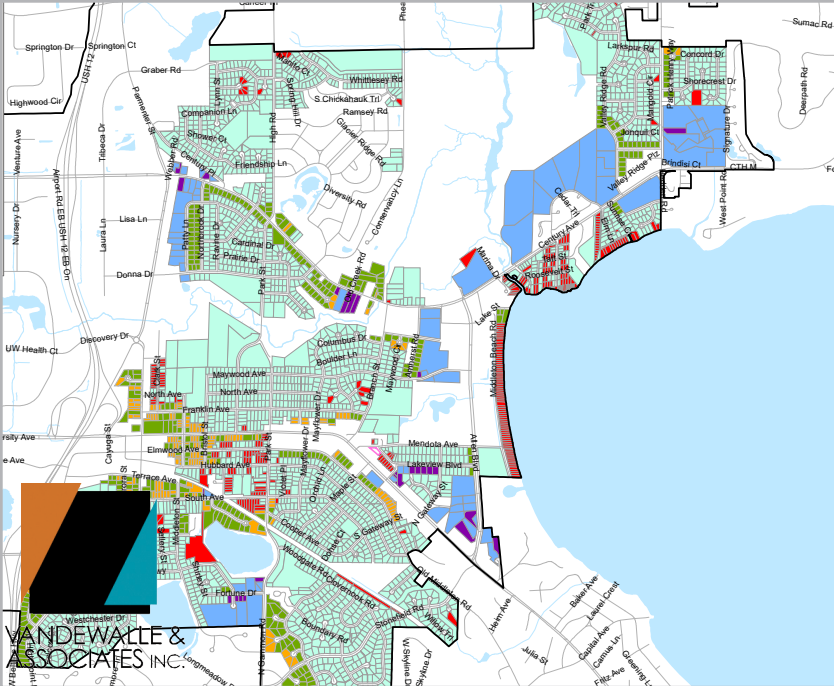
Tim Freitag, City Administrator

317 South Main Street | Jefferson, WI 53549-1772

P: 920.674.7700 | E: TFreitag@jeffersonwis.com

Digital Copy: [City of Jefferson Zoning Ordinance](#)





Zoning Code and Map - City of Middleton, WI

Population: 22,328

Dates: Adoption - January 2024

Building on a strong existing relationship, the City of Middleton hired Vandewalle & Associates to complete a full rewrite of the City's Zoning Ordinance starting in the fall of 2021. Middleton has grown, evolved, and changed dramatically over the past 20 years, leveraging its strategic location adjacent to Madison and the Beltline within Dane County. However, the City's Zoning Ordinance hadn't been rewritten in over 40 years. This led to 20 years' worth of all new development and redevelopment projects having to use a customized Planned Development each time a new project was proposed.

Realizing the long-term administrative issues this approach presents, Middleton identified a full rewrite of the City's Zoning Ordinance within its 2021 Comprehensive Plan. The plan also identified several strategic objectives of the rewrite process including:

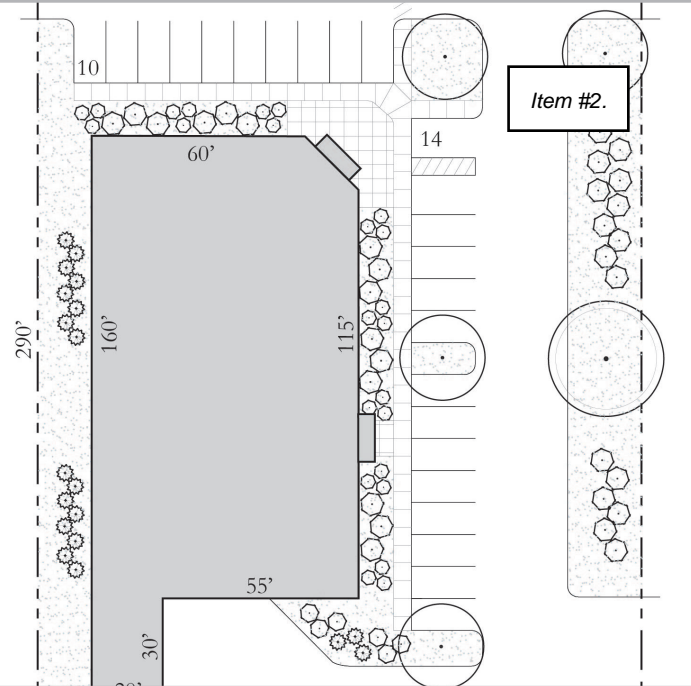
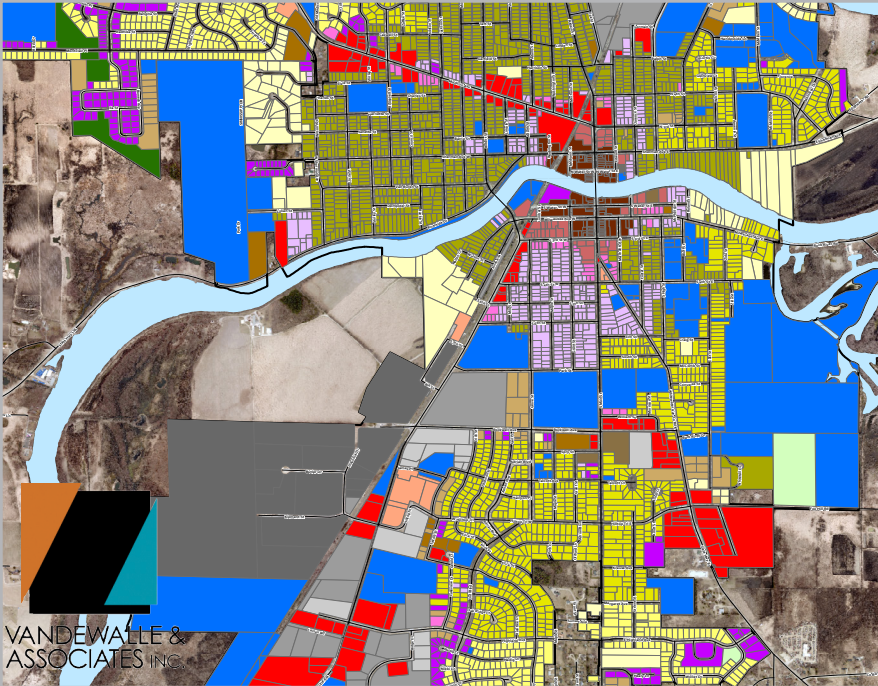
- Enabling diverse, attainable, and affordable housing types
- Integrating sustainability best practices
- Addressing state and federal law changes
- Incorporating context-sensitive design principles
- Increasing predictability and user-friendliness through modernized standards and procedures

The new Zoning Ordinance and Map accomplish these objectives and more by:

- Establishing new zoning districts that allow diversity in modern building formats, reduced setbacks and lot sizes, and mixing of land uses
- Providing opportunities for missing middle housing
- Increasing height and density along major community corridors
- Reducing parking standards and establishing bicycle parking standards
- Utilizing a form-based approach to provide flexibility for infill and redevelopment lots
- Establishing design standards by land use type
- Integrating sustainable best practices such as the use of native plantings, rain gardens, impervious surface standards, alternative energy production land uses, EV charging, and incentives for stormwater management and affordable housing

The new Zoning Ordinance and Map were adopted in 2024 and awarded Excellence in Planning from APA-WI in 2024.





Zoning Code and Map - City of Fort Atkinson, WI

Population: 12,412

Dates: Adopted - 10/20/2020 | Effective - 11/1/2020

Since the Great Recession, Fort Atkinson has struggled to attract any kind of new construction, however the community has seen recent signs of recovery over the past few years. The City is only a 40-minute commute to the fastest growing metro area in state, Dane County. As the cost of living continues to increase in Dane County, communities like Fort Atkinson have significant growth potential as the cost of living is much lower.

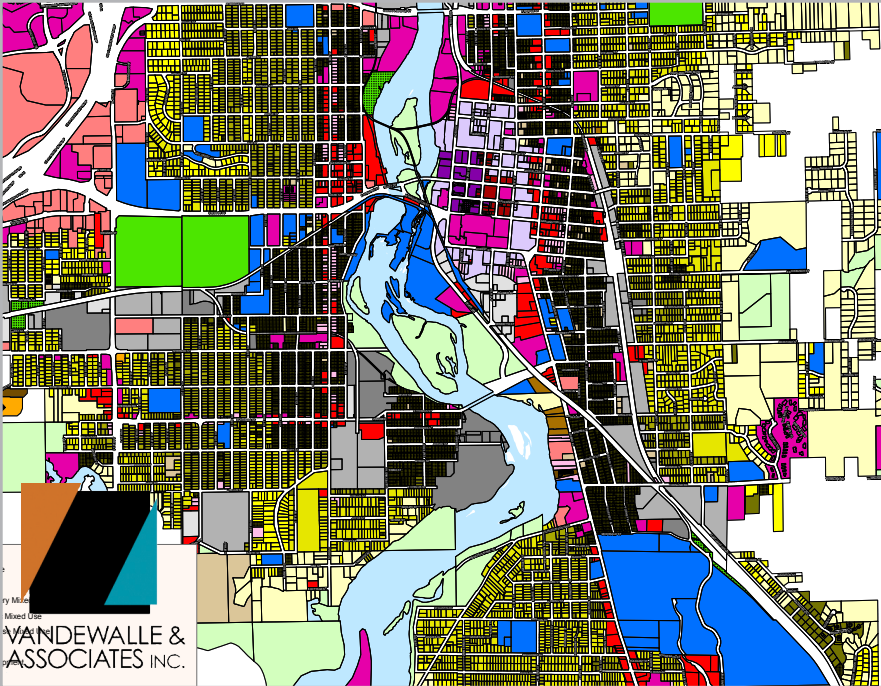
Building on the recommendations of the 2019 Comprehensive Plan and 2018 TID Feasibility Study, Vandewalle & Associates began the full rewrite of the Zoning Code in late 2018. The rewrite addresses several key community priorities and issues identified through these two planning processes, including generating new commercial and industrial development, redeveloping key corridors, increasing residential opportunities, and retaining community character, especially in and around downtown.

The new Zoning Code directly addresses these issues by:

- Codifying the community's historic downtown Main Street corridor design standards
- Offering increased opportunities for mixed-use development throughout the City
- Establishing density-based tiers of single-family, two-family, and multi-family zoning districts to provide options for a wide-variety of building types and price points
- Facilitating high-quality new development at the STH 26 Bypass interchange through new building design guidelines for commercial, industrial, and institutional development
- Providing flexibility for infill and redevelopment through new form-based regulations



In 2019, Vandewalle & Associates worked with City Staff and the project working group to complete a new draft Zoning Code and Map. In 2020, Vandewalle & Associates facilitated a series of public participation events to gather community input and foster resident, Plan Commission, and elected official buy-in prior to the public hearings. The process was completed in Summer of 2020 with the successfully adoption of a new Zoning Code and Map.



Zoning Code and Map - City of Wausau, WI

Population: 39,833

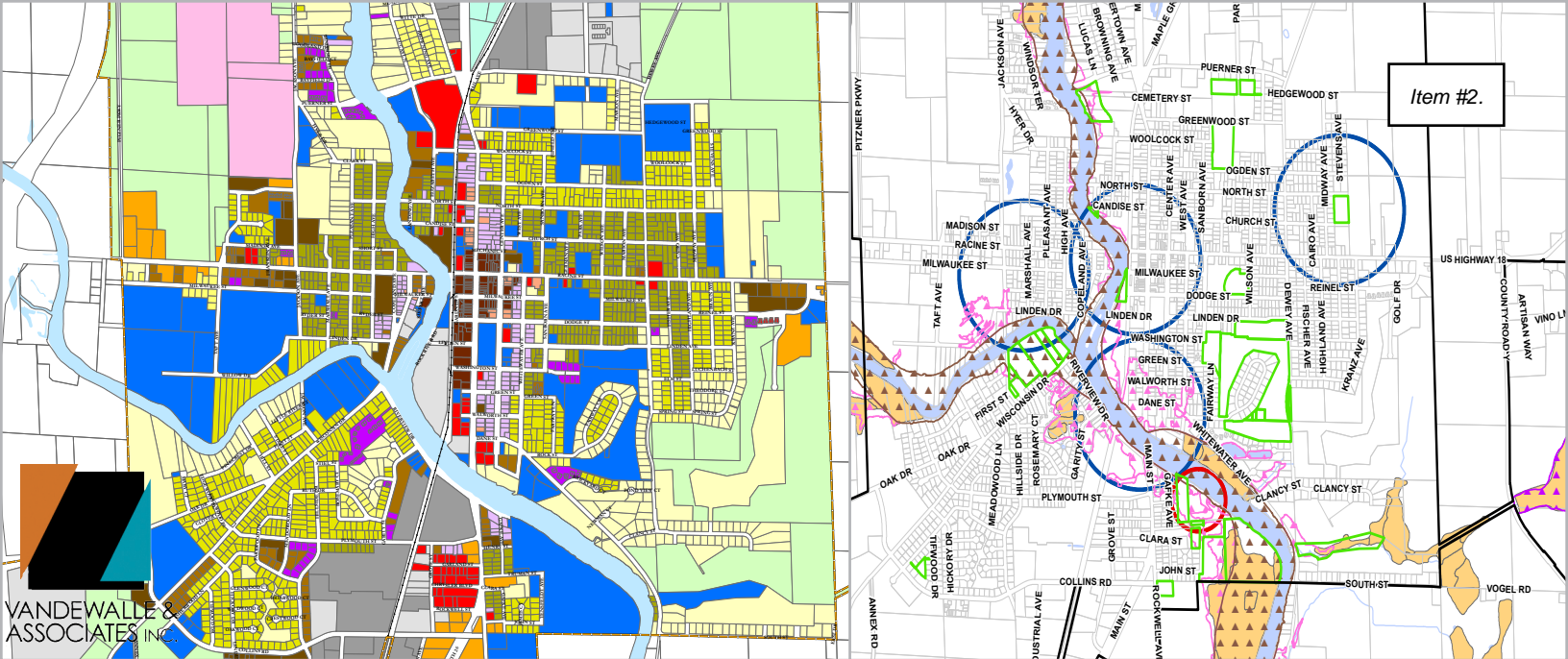
Dates: Adopted - 1/26/2019 | Effective - 1/1/2020

The City of Wausau is limited in its ability to physically grow. Boxed-in due to town incorporation over the past 20 years, the City of Wausau worked with Vandewalle & Associates to capitalize on the Zoning Code as a tool for growing tax base without substantial annexation. The City of Wausau's hybrid zoning ordinance – adopted in 2019 – incorporates zoning districts tailored to Wausau's unique neighborhoods and corridors. The highly customized ordinance includes multiple “missing middle” districts designed for small-scale multi-family and townhomes. These districts blend well with both single-family neighborhoods and higher-density residential areas. The ordinance promotes new infill housing by enabling varied unit types and tenure in existing neighborhoods, while protecting neighborhood character. The ordinance also introduces three distinct downtown districts tailored to specific development forms, character, and uses, including a high-rise development district, a historic Main Street district, and a downtown-fringe district.

Once the new zoning districts were drafted, V&A led multiple work sessions with City staff to “test drive” the new districts. This helped the project team confirm the correct mix of districts on the ground, identify opportunities to combine, refine, or add new districts, and allowed a draft zoning map to be presented to the public early in the process. This approach helped City staff, public officials, and the public recognize the significance of the new zoning map changes early on, which led to better input all around.

The rewrite featured extensive public involvement through stakeholder interviews, a public workshop, meetings with the Plan Commission and City Council, and a public review open house. Together, this input helped shape the initiative, implement and address strategies outlined in the City's Comprehensive Plan, and provide a smooth transition from draft to adoption.

The Zoning Ordinance and Map won the Wisconsin APA Excellence in Planning Award in 2020 for the innovative approaches taken and the direct implementation of the Comprehensive Plan's core community goals.



VANDEWALLE & ASSOCIATES, INC.

Zoning Code and Map - City of Jefferson, WI

Population: 7,649

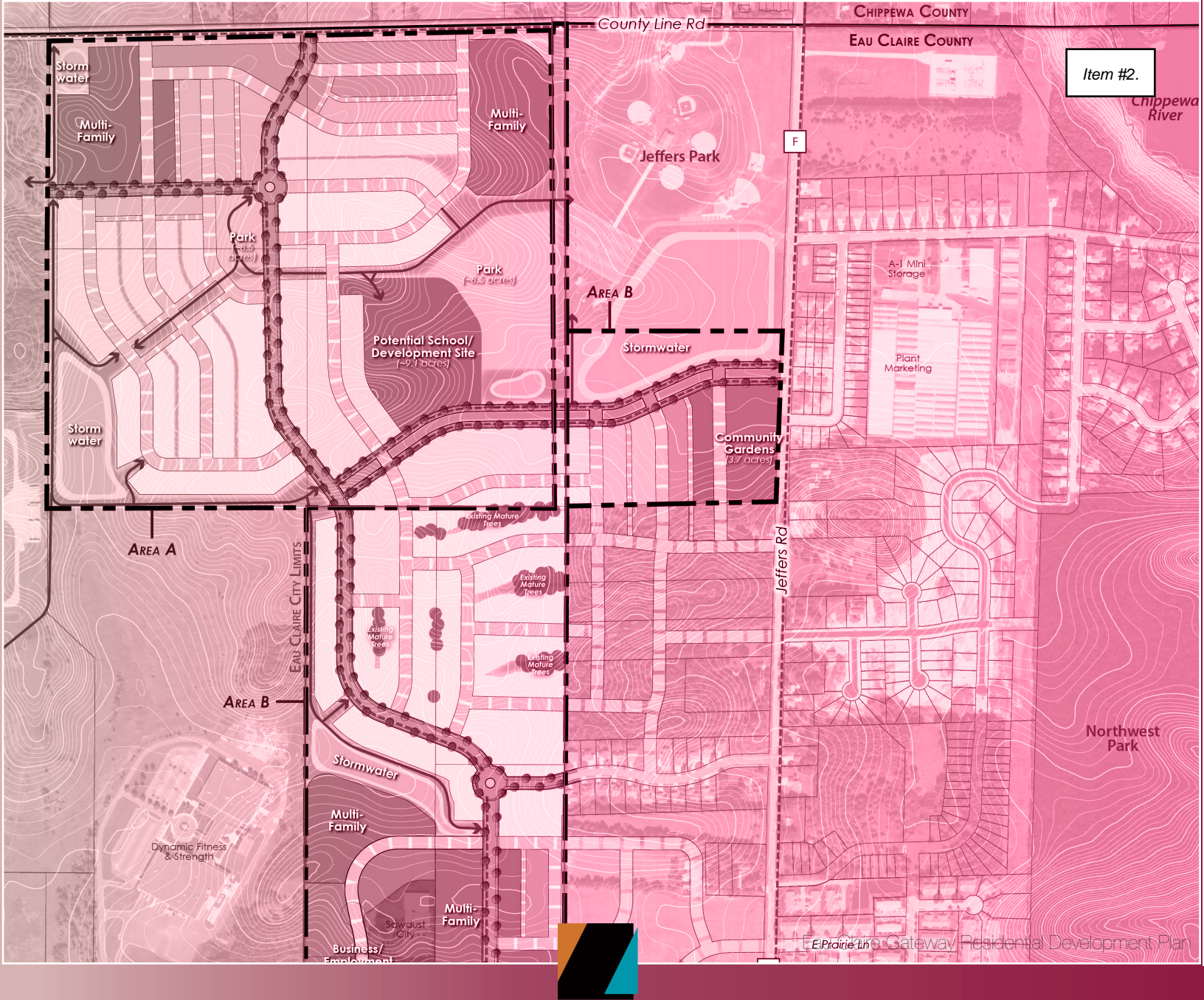
Dates: Adopted - 7/20/2021 | Effective - 8/1/2021

Directly following the completion of 2020 Comprehensive Plan, Vandewalle & Associates began the City's first full Zoning Ordinance rewrite in over 30 years. Not only was the existing ordinance out of date in terms of modern development formats, but it also presented inconsistencies that led to issues in interpretation and administration. Building on the community's goals and recommendations outlined in the new Comprehensive Plan, Jefferson aimed to establish a contemporary Zoning Ordinance and Map that increased user-friendliness, provided consistent application procedures, matched modern building practices, and promoted diverse housing formats, economic development opportunities, and flexibility in redevelopment scenarios.

The rewrite process featured six different Plan Commission working sessions, a public open house review, and several City Council meetings. Additionally, Jefferson's direct neighbor to the south, the City of Fort Atkinson, also adopted a new Zoning Ordinance in 2020 that was led by Vandewalle & Associates. Several local builders, developers, and businesses overlap between the two communities and now have the ability to understand and utilize the same Zoning Ordinance format, procedures, and general approach in each.

Since the adoption of the new Zoning Ordinance and Map, the City has experienced several new housing, commercial, and industrial projects that were permitted by-right and provided a streamlined development review process. This offered the community a competitive edge over other more lengthy processes that may have occurred with the past ordinance or in other Jefferson County communities.





KEY PERSONNEL QUALIFICATIONS

Vandewalle & Associates. With offices in Madison and Milwaukee, our firm is comprised of over 20 talented professionals including community and regional planners; urban designers; TIF and financial analysts; housing, economic development, zoning, land use, and real estate specialists; and redevelopment experts. Our team brings a depth and breadth of experience, knowledge, skills, and perspective to the Zoning Ordinance Update project. We pride ourselves on our ability to provide cost effective, just-in-time solutions that are responsive to constantly evolving project needs and deadlines, which may arise on a moment's notice.

Our firm's approach to overall management and integration of all activities in our scope of services is guided through the designation of a project manager to oversee all aspects of the project - within the firm and directly with the client. Sonja Kruesel will serve as Project Manager for project and be the face of the project.

Project Manager Expertise. Vandewalle & Associates includes a collection of experienced staff in zoning. The proposed project manager for the Columbus Zoning & Subdivision Ordinance Rewrite is Sonja Kruesel. Sonja completes minor and substantial zoning and subdivision ordinance amendments for more than 10 client cities and villages on a regular basis. Her approach applies a blend of technical expertise in zoning best practices, along with the art of developing and communicating a customized policy best suited for the client's needs.

Project Team Capacity. All Project Team members will be available and have the capacity to complete the Zoning and Subdivision Ordinance Rewrite.

PROJECT TEAM MEMBERS & ROLES



SONJA KRUESEL

ROLE: Project Manager, Primary Contact, Zoning Expertise, Document Author



BRIAN MUNSON

ROLE: Housing and Neighborhood Planning Expertise, Project Facilitation and Development Expertise



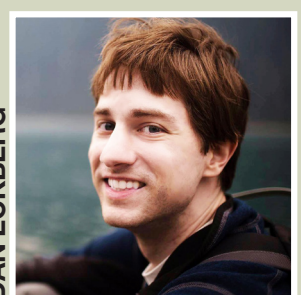
SCOTT HEACOCK

ROLE: Project Assistant, Data Analysis & Research



ELONA BARTNICK

ROLE: Design Associate, Graphic Management and Coordination



DAN ECKBERG

ROLE: GIS Data Analysis, Graphic Coordination



PROJECT TEAM

Item #2.

Sonja brings 10 years of professional leadership in municipal planning and zoning, along with a passion for community development and Midwest places. Having served previously as City Planner / Planning Director for both the cities of Monona and Fitchburg, WI, she has experience in comprehensive planning, project leadership and management, and strategic planning across a variety of geographies and socio-economic contexts. She also brings technical expertise in TIF, environmental issues, municipal zoning, subdivision regulations, housing, real estate, greenfield development, urban redevelopment/ revitalization, and form-based regulation, and farmland preservation zoning. **Sonja has firsthand experience implementing and administering Form-Based Codes through her work with the Fitchburg SmartCode, using the transect-based model developed by Andrés Duany.**

Working as Planning Director for both cities, Sonja served alongside the Vandewalle & Associates team on Comprehensive Plans and key projects such as the catalytic Monona Waterfront Redevelopment.

In her current role as an Associate Planner at Vandewalle & Associates she enjoys guiding projects from concept to occupancy and facilitating communication with developers, elected officials, and the public. She currently serves as the on-call planner for over 5 communities across Southern Wisconsin administering Zoning Codes and working with applicants on development review.

AWARDS AND RECOGNITION

- Plenary Panel Speaker “Forwarding Equity” APA Upper Midwest Planning Conference (2019)
- Speaker “Strategies for Market-Ready Redevelopment” APA Upper Midwest Planning Conf (2015)
- Fitchburg Mayoral Award for Outstanding City Department (2020)
- Wisconsin County Code Administrators Scholarship Recipient (2012)



Sonja Kruesel, AICP
Associate Planner

Phone: 608.255.3988
skruesel@vandewalle.com

EDUCATION

- M.S. Urban and Regional Planning
University of Wisconsin - Madison,
Wisconsin
- B.A. Geography, History, Environmental
Studies
University of Wisconsin - Madison,
Wisconsin

PROFESSIONAL LICENSES & MEMBERSHIPS

- Member, American Institute of Certified Planners
- Member, American Planning Association (APA) & Wisconsin Chapter (APA-WI)
- Secretary, Market Leadership Advisory Board - WI United States Green Building Council



PROJECT TEAM

Item #2.

Brian Munson leads the Neighborhood Design, Project Facilitation, and Bicycle/Pedestrian Planning initiatives for Vandewalle & Associates. Focused on building strong sustainable communities, this team specializes in creating vibrant and unique projects from concept through construction. Brian has led multi-disciplinary design teams on projects ranging from mixed-use infill/redevelopment projects to large-scale traditional neighborhoods and small-scale village downtowns to community wide bicycle & pedestrian networks. These projects feature a unique blend of land uses, residential options, open spaces, and people focused environments; all of which, are combined to create projects that are grounded in sustainable smart growth principles that balance community character with development potential and enhanced mobility.

Brian's experience in neighborhood design, entitlement and implementation enables him to facilitate the creation of a wide range of diverse projects from greenfield sites to Main Street. He is currently engaged in the implementation and project management of The Grandview Commons Neighborhood and Smith's Crossing on behalf of Veridian Homes, a 2016 National Housing Quality Award Gold Standard developer. Brian is leading the Gateway Master Residential Development Plan for the City of Eau Claire and recently completed the Downtown Area Master Plan for the City of Stevens Point. He is also involved with implementing several redevelopment projects within Madison, Wisconsin, Cedar Falls, Iowa, and Seattle, Washington with challenges ranging from brownfields and levees to multi-jurisdictional review and approvals.



Brian Munson

Principal Planner

Phone: 608.255.3988

bmunson@vandewalle.com

EDUCATION

- B.S. Landscape Architecture
University of Wisconsin -
Madison, Wisconsin

PROFESSIONAL LICENSES & MEMBERSHIPS

- Associate, American Society of
Landscape Architects
- Member, Congress for New
Urbanism
- Licensed Realtor



PROJECT TEAM

Item #2.

Assistant Planner Scott Heacock has developed some key passions and interests early in his career. He has put a lot of energy into advancing issues of housing equality, as well as equity inclusion through his work.

He is also passionate about helping local governments identify unique opportunities to make their community a better place for everyone.

Scott has a range of work experience that aligns well with the client needs at Vandewalle & Associates. During his graduate degree studies, Scott worked as a Teaching Assistant with the UW-Madison Department of Political Science and as a Summer Planning Assistant with the City of Middleton. He also worked as a Housing & Resident Relations Specialist at Commonwealth Development, a Madison based non-profit, where he assisted residents with recertification applications to qualify for affordable housing.

Prior to graduate school, he worked as Legislative Aide for the Wisconsin State Legislature Assembly Minority Caucus Chair. He regularly met with constituents and interest groups to listen to their thoughts on how state level issues affected them locally. In that role he also managed criminal justice and LGBTQ+ policy portfolios, developed press strategies, and reviewed bill proposals for co-sponsorship.

Additionally, he has worked on many political campaigns that gave him the opportunity to travel across Wisconsin and meet with local elected officials and community members. His favorite part of that time was hearing about what made their community unique and the challenges they've overcome.



Scott Heacock
Assistant Planner

Phone: 608.255.3988

sheacock@vandewalle.com

EDUCATION

- M.S. Urban and Regional Planning
University of Wisconsin - Madison,
Wisconsin
Specialization: Community
Development and Affordable
Housing
- B.S. Political Science, Certificate
Environmental Studies
University of Wisconsin - Madison,
Wisconsin

PROFESSIONAL LICENSES & MEMBERSHIPS

- Member, American Planning
Association National
and Wisconsin Chapters

Elona Bartnick is an Associate Urban Designer involved in a broad range of projects at Vandewalle & Associates. She is skilled in the areas of site analysis, site planning and design, neighborhood design, landscape architecture, and graphic communication. These skills are utilized and communicated through computer graphics, CAD design, SketchUp modeling, GIS analysis, and hand illustration.

In her time at Vandewalle & Associates, Elona has contributed to a diverse range of projects, including assisting in land and development plans for mixed-use and traditional neighborhood projects. She has worked on a number of redevelopment and downtown master plans identifying areas that would benefit from reinvestment and revitalization and developing guidelines and site design for future redevelopment. Her involvement in comprehensive plan development includes creating regional and local asset and opportunity analysis, future growth or redevelopment scenarios and site designs, and additional graphics specific to each plan. Elona's landscape architecture experience focuses on design and construction documents for hardscape and planting plans for parks, streetscapes, naturalized areas, roadway planting schemes, riverfronts, and urban design elements.

Projects that Elona has been and continues to be involved in include: Grandview Commons Neighborhood in Madison, Wisconsin; Fitchburg Technology Campus in Fitchburg, Wisconsin; Brookfield, Wisconsin and Lake Geneva, Wisconsin Comprehensive Plans; Marshfield Zoning Ordinance; Harwood Heights, Illinois Streetscape; Ripon, Wisconsin Downtown Master Plan; Thrive-Madison Region and Quad Cities Region Assets and Opportunities Analysis; and Middleton, Racine, and Sturgeon Bay, Wisconsin; and Waterloo, Iowa Redevelopment and Implementation.



Elona Bartnick:
Lead Associate Designer
Phone: 608.255.3988
ebartnick@vandewalle.com

EDUCATION

- B.S. Landscape Architecture
University of Wisconsin -
Madison, Wisconsin

PROFESSIONAL LICENSES & MEMBERSHIPS

- Associate, American Society of
Landscape Architects National
and State Chapters



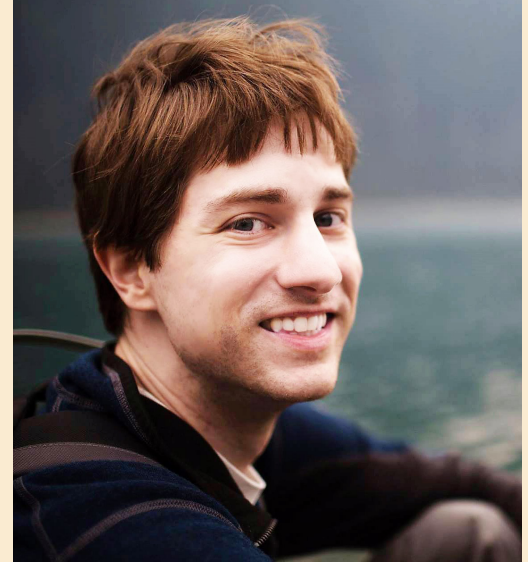
Dan Eckberg is a GIS Planner whose primary responsibilities include map creation and spatial data acquisition, organization, manipulation, and analysis.

Dan utilizes extensive experience with ESRI's ArcDesktop GIS software, including Python scripting, to apply cartographic techniques to a range of planning projects. These include conducting and writing a formal analysis of potential Fire Station sites for the City of Watertown, mapping Environmental Justice populations and developing novel approaches for ensuring NEPA compliance for WisDOT highway studies, evaluating bike trail routes for the Village of Oregon, analyzing demographics of food deserts in Freeport, IL, geo-coding survey results for city development projects, designing and creating a database of possible Brownfield sites for the City of Janesville, managing Urban Service Area applications, producing numerous Comprehensive Plan maps, and preparing Official Zoning Maps for nearly a dozen Wisconsin communities.

Dan has also worked on several large-scale highway corridor impact analysis studies with Vandewalle & Associates. These include the US 14 project in Rock County, the Wis 23 project in Fond du Lac County, the Wis 29 project in Marathon County, the US 51 project in Dane County, and the US 41 Interstate conversion between Green Bay and Milwaukee. Dan's work on these projects has focused on preparing mosaics of local and regional maps from a broad variety of sources into corridor-wide maps which compile data depicting soils, natural resources, existing land use and adopted land use plans from towns, villages, cities, counties, and regional and federal agencies. These maps are the focus of the Expert Panel analysis of highway alternatives for the Indirect and Cumulative Effects portion of the DEIS and EIS phases of WisDOT's analysis under NEPA and WEPA.

Dan is a licensed commercial Unmanned Aircraft System (drone) pilot registered with the FAA and is able to provide clients with high quality aerial video footage.

Previously Dan held an internship with U-PLAN, a community planning group for the Frogtown/Rondo neighborhood of St. Paul, MN where he helped design a traffic impact analysis for the neighborhood using the CommunityViz extension of ArcGIS.



**Dan Eckberg, AICP:
GIS Planner**

Phone: 608.255.3988

deckberg@vandewalle.com

EDUCATION

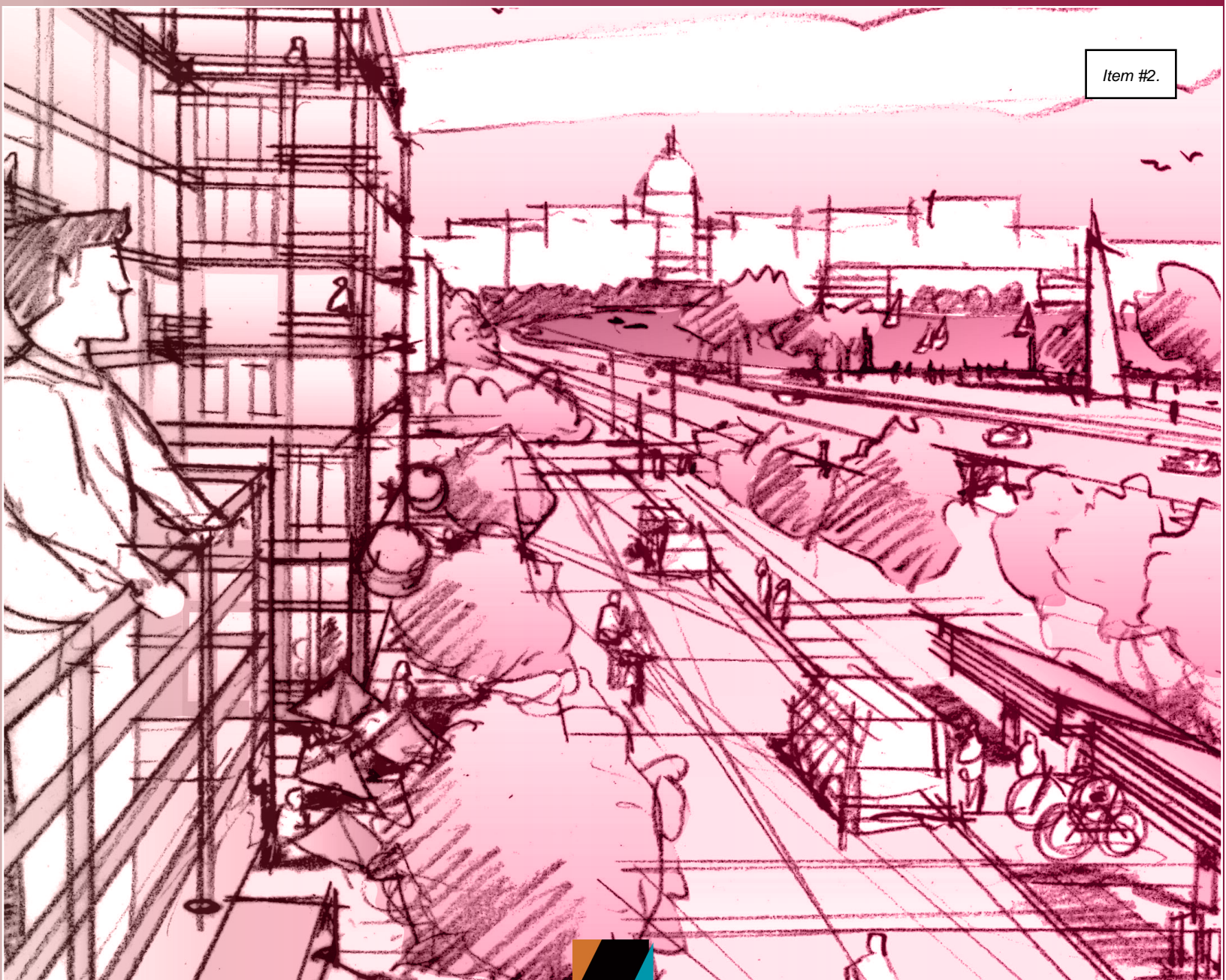
- B.A. Geography (City Systems)
Minor - Geographic Information Systems
University of Minnesota -
Minneapolis, Minnesota

**PROFESSIONAL LICENSES &
MEMBERSHIPS**

- Member, American Institute of
Certified Planners

AWARDS AND RECOGNITION

- Excellence in Planning Award,
"Madison Metropolitan School
District Enrollment Projections:
2017-2037 - APA-WI Chapter,
2017
- Guest Lecturer (Applications of
GIS in Planning) – University of
Wisconsin-Madison, 2012



PROPOSED COST OF SERVICES

PROPOSED COST OF SERVICES

Item #2.

Vandewalle & Associates is focused on providing the City of Columbus with a project that provides excellent value and clear direction. This will be accomplished through expert project management and reliance on City staff to complete certain tasks as described in the RFP.

Vandewalle & Associates has a consistent track record of completing projects on time and in budget. As much as we enjoy putting plans together and the excitement they can generate, our real passion is in getting things built and helping our clients reach their goals. In fact, it's the only measure of success that we use in evaluating our own work and the one we urge our clients to use as well in determining the level of value we provide to them. This is perhaps best exemplified by the fact that two-thirds of our current clients are repeat customers and one-third are long-term clients of more than ten years and have had more than one project within a year. In the last twenty years, we have never failed to complete a project nor have we been in litigation with a client.

The table below provides a breakdown of proposed cost by Work Element. A cost breakdown by Work Element and Scope Tasks is outlined on the following page with estimated budget for each. **Time and materials for completing the work described in the Scope of Services for a not-to-exceed fee of \$110,750 (not including any optional tasks).**

Costs quoted in this proposal will be honored for a minimum of 90 days from the date of submission. Tasks beyond those identified in the final contract will be completed through a Work Order and billed on a time and materials basis.

Zoning Code Rewrite Project Cost Breakdown.

Tasks from Scope of Services	Hours by Task	Total Cost by Task
Work Element 1: Project Management and Communication	54	\$7,970
Work Element 2: Public Participation and Outreach	78	\$11,610
Work Element 3: Issues Identification and Existing Code Analysis	78	\$10,650
Work Element 4: Draft Zoning Districts, Land Uses, and Bulk Dimensions	49	\$6,765
Work Element 5: Draft Zoning Map	142	\$10,570
Work Element 6: Draft Zoning Code Development	216	\$30,620
Work Element 7: Draft Subdivision Code Development	113	\$15,790
Work Element 8: Zoning Code, Map, & Subdivision Ordinance Review and Adoption	111	\$15,475
Total All-Inclusive Cost, including fees and reimbursable expenses		\$110,750
Total Cost, including all optional tasks		\$129,090

V&A 2025 Fee Schedule.

Principal	\$200 to \$300	Other Charges: Invoice charges to the client consist of (1) Professional fees rendered at current billing rates (2) Reimbursable expenses billed at cost multiplied by 1.1 (3) Technology/Software expenses billed at \$50/month	
Associate	\$115 to \$175		
Assistant	\$105 to \$115		
GIS Technician/Specialist	\$105 to \$125	Expense	Cost
Communications Specialist	\$70 to \$190	Mileage	IRS Rate
Project Assistant	\$65 to \$90	Printing and Postage	Cost plus 10%

PROPOSED COST OF SERVICES

Item #2.

City of Columbus Zoning & Subdivision Ordinance Rewrite Project Cost Estimate		Team Members and Billing Rates						Expenses	Total
		\$225	\$160	\$110	\$125	\$160	\$75		
		Brian Munson Development Expert	Sonja Kruesel Project Manager	Scott Heacock Assistant Planner	Dan Eckberg GIS Planner	Elona Bartnick Associate Designer	Administration/ Communication		
1. Project Management and Communication									\$7,970
Task 1.1	Virtual Monthly Staff Meetings (18)		22	10				\$4,620	
Task 1.2	In-Person City Staff Working Sessions (4)		12	8			2	\$ 400	
2. Public Participation and Outreach									\$11,610
Task 2.1	In-Person Plan Commission Review and Input Meetings (8)	2	28	24				\$ 400	
Task 2.2	In-Person City Council Review and Input Meetings (3)		14	10				\$ 300	
3. Issues Identification and Existing Code Analysis									\$10,650
Task 3.1	Research, Data Gathering, and Best Practice Evaluation		16	14	16			\$6,100	
Task 3.3	Issues Identification and Code Evaluation Report	2	16	14				\$4,550	
4. Draft Zoning Districts, Land Uses, and Bulk Dimensions									\$6,765
Task 4.1	Prepare Draft #1 Zoning Districts and Land Use Tables	1	18	16	4			\$5,365	
Task 4.2	Prepare Draft #2 Zoning Districts and Land Use Tables		6	4				\$1,400	
5. Zoning Map									\$10,570
Task 5.1	Testing Draft Zoning Districts on Initial Draft Zoning Map		20	20	20			\$7,900	
Task 5.2	Prepare Draft(s) and Adopted Zoning Map		16	16	50			\$10,570	
6. Draft Zoning Code Development									\$30,620
Task 6.1	Prepare Part 1 of Draft Zoning Code	2	40	24		6		\$10,450	
Task 6.2	Part 1 Policy Decision Guide		4	8				\$1,520	
Task 6.3	Revised Part 1 of Draft Zoning Code		14	10				\$3,340	
Task 6.4	Prepare Part 2 of Draft Zoning Code	2	40	24		6		\$10,450	
Task 6.5	Part 2 Policy Decision Guide		4	8				\$1,520	
Task 6.6	Revised Part 2 of Draft Zoning Code		14	10				\$3,340	
7. Draft Subdivision Code Development									\$15,790
Task 7.1	Prepare Draft Subdivision Code	2	40	25		6		\$10,560	
Task 7.2	Subdivision Code Policy Decision Guide	2	8	10				\$2,830	
Task 7.3	Revised Draft Subdivision Code		4	16				\$2,400	
8. Zoning Code, Map, and Subdivision Code Review and Adoption									\$15,475
Task 8.1	Prepare Public Draft of Zoning Code		10	8				\$2,480	
Task 8.2	Prepare Executive Summary of the Draft Zoning Code and Map	1	8	10			4	\$2,905	
Task 8.3	Prepare Public Draft of Subdivision Code		10	8				\$2,480	
Task 8.4	Prepare Executive Summary of the Draft Subdivision Code	1	8	10			4	\$2,905	
Task 8.5	In-Person Plan Commission Public Hearing to Recommend Adoption	1	8					\$ 100	
Task 8.6	In-Person City Council Adoption Meeting		8					\$ 100	
Task 8.7	Prepare and Provide Adopted New Zoning Ordinance and Map, and Subdivision Code		8	4				\$1,720	
Optional Tasks (a la carte)									\$15,940
Optional 1	Stakeholder Listening Sessions (2)		8	10				\$ 100	
Optional 2	Public Zoning Workshop and Online Follow Up Survey (1)		14	14				\$ 800	
Optional 3	Prepare Zoning Map Mailing Notices		12	12			6	\$ 200	
Optional 4	Prepare Post-Adoption Summary Guides and Applications		8	18		8	6	\$4,990	
Total Estimated Project Cost (No Optional Tasks)		16	376	291	70	18	10	\$ 1,300	\$110,750
Total Estimated Project Cost (All Optional Tasks)		16	418	345	70	26	22	\$ 2,400	\$129,090



Agenda Item Report

Meeting Type: City Council

Meeting Date: March 18, 2025

Item Title: Parking Reduction Request for Cardinal Heights– Lamps Landing

Submitted By: Mike Kornmann, Director of Community and Economic Development

Detailed Description of Subject Matter: Our parking code has been outdated and requires too high of stalls for many uses. The application is requesting a parking reduction of 1.5 spaces per apartment unit for a total of 68 total spaces. Most of the parking will be provided underground with 23 spaces on site above ground.

The parking code requires for multi-family units, “two garaged spaces per dwelling plus one additional space”. The apartment building will have 45 units made up of 24 one bedroom, 3 studio, and 18 two-bedroom apartments. By following the code the required parking would be 135 spaces. Reviewing other community codes, their parking spaces requirements are in alignment with the requested 1.5 spaces per apartment. On Street parking on O’Brien Court will be allowed adding additional parking capacity.

List all Supporting Documentation Attached:

- Underground parking layout
- On site parking layout
- Parking reduction request

Action Requested: Recommend approval of parking reduction to require 68 parking stalls for the multi-family development on Lot 1 of the Cardinal Heights Plat.

From: Ron Klaas <rklaas@donofrio.cc>
Sent: Thursday, February 13, 2025 11:28 AM
To: Mike Kornmann <MKornmann@columbuswi.gov>
Cc: Josh Lamp <lampsells@gmail.com>; Shane Fry <sfry@brownhousedesigns.com>; Samer Mikhaeil <smikhaeil@brownhousedesigns.com>; Tom Fahl <tfahl@donofrio.cc>
Subject: multi-family site, lot 1 of Cardinal Heights Plat

Good Morning Mike,

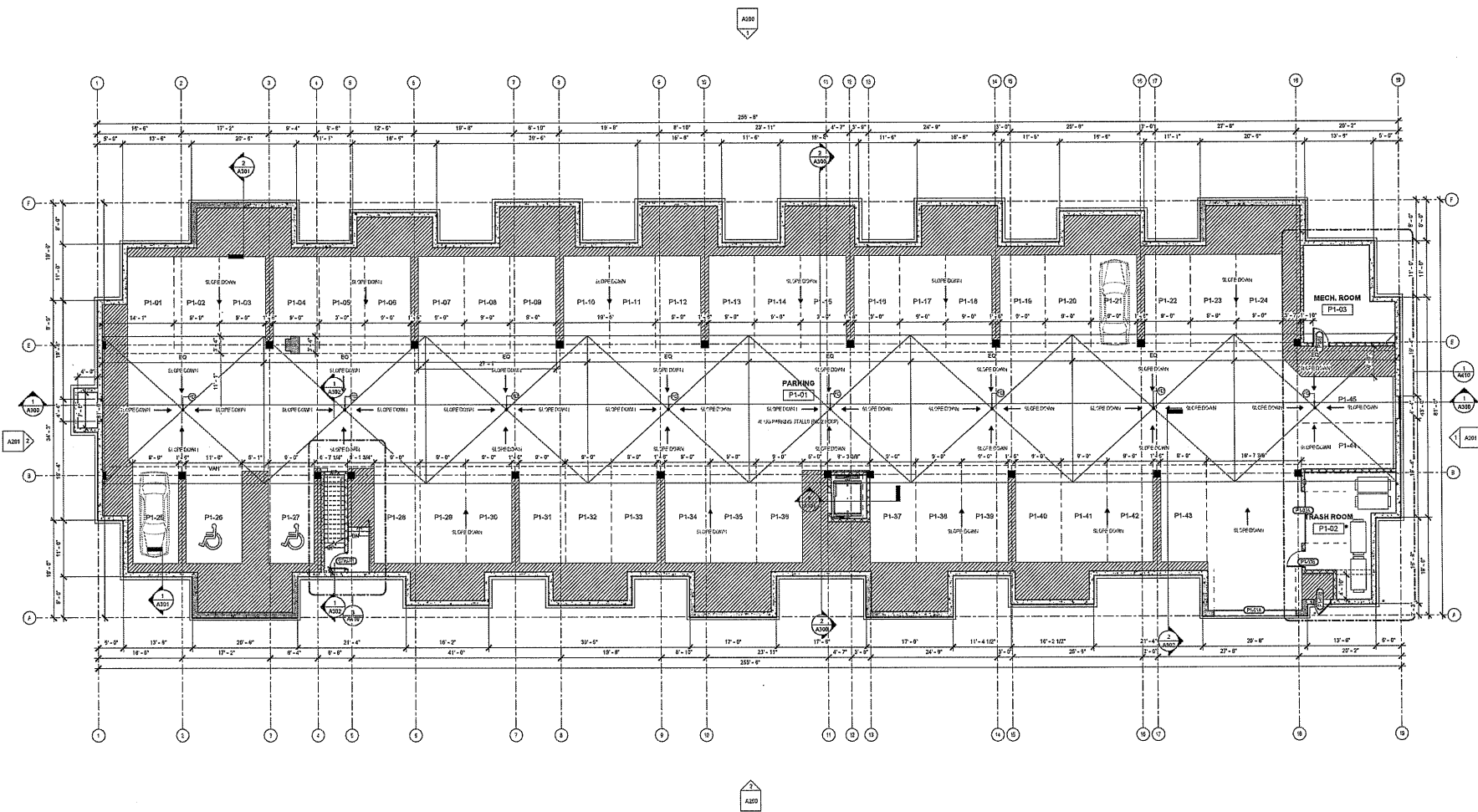
Now that the plat and zoning have been approved by the City, we are submitting the multi-family site to the City for review and approval. Included in this submittal are the following:

1. Site Plan
2. Grading Plan
3. Building plans (see link below)

As part of this submittal, we are asking the City to grant a waiver on the parking requirements. Because the majority of the units are single bedroom, and because many of the anticipated renters will likely own just 1 vehicle, we are asking for a ratio of 1.5 parking stalls for each dwelling unit. The breakdown of units is shown on the Site Plan: there are 24 one-bedroom units, 3 studio units, and 18 two-bedroom units.

Since there are 45 apartments, the total number of stalls to be provided is 68. Of that total, 45 stalls will be provided underground, one for each unit.

Thanks,
rrk



1 P1 LEVEL FLOOR PLAN
 1/8" = 1'-0"

Consultant

No. Date Description

=====

I hereby verify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the State of Wisconsin.

Title: _____
 Name: STANLEY FRY
 License No: A-10334
 Date: 07/13/2022
 Drawn By: BROWNHOUSE
 Checked By: STANLEY FRY
 Consultant: BROWNHOUSE

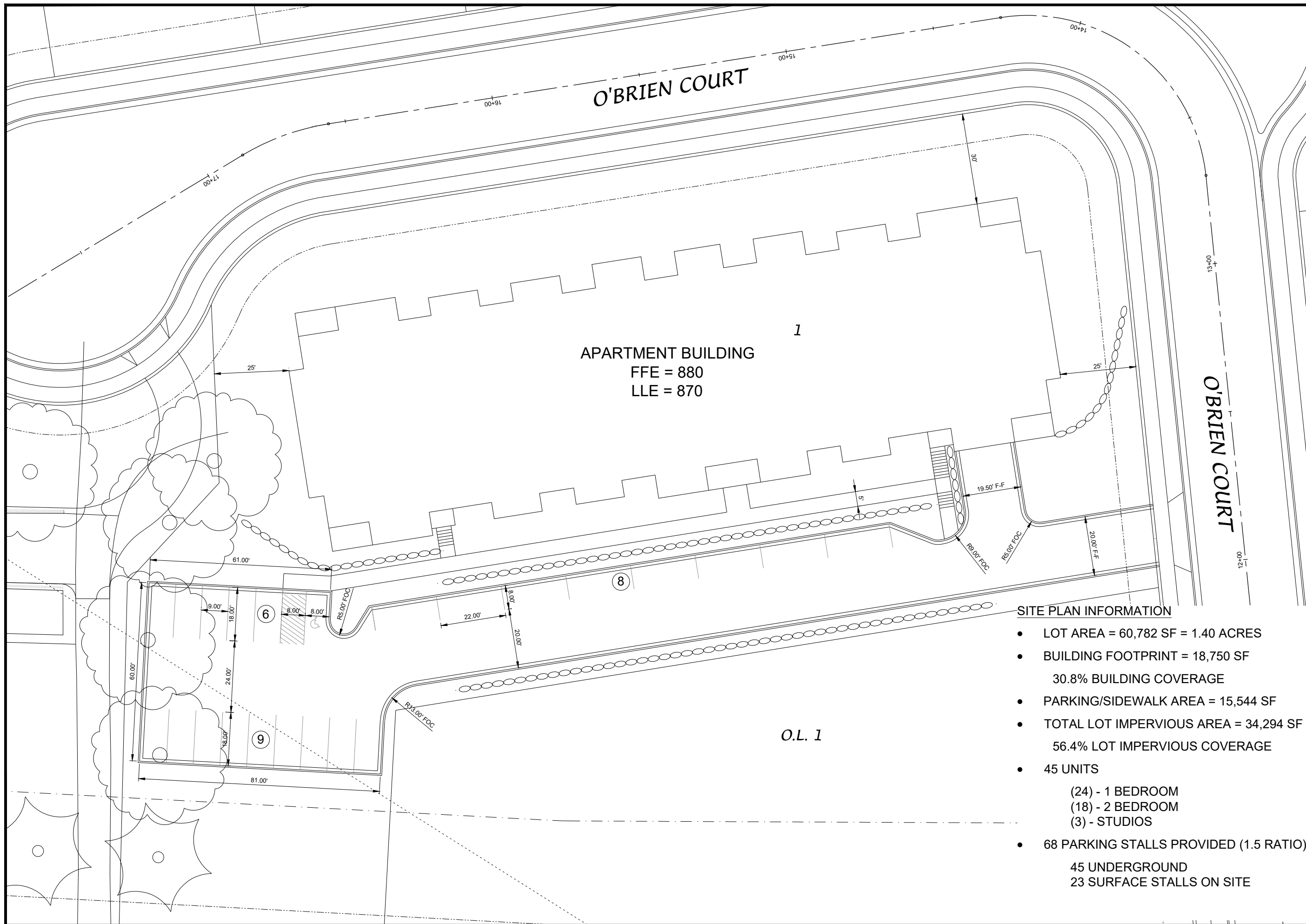
Project Title: 1400 PARK APARTMENTS

Address: 1400 PARK AVE.
 COLUMBUS, WI 53925

Release: 2/13/2025 9:37:49 AM

Sheet Title: LL PARKING (P1) FLOOR PLAN

Sheet Number



APARTMENT BUILDING
FFE = 880
LLE = 870

SITE PLAN INFORMATION

- LOT AREA = 60,782 SF = 1.40 ACRES
- BUILDING FOOTPRINT = 18,750 SF
30.8% BUILDING COVERAGE
- PARKING/SIDEWALK AREA = 15,544 SF
- TOTAL LOT IMPERVIOUS AREA = 34,294 SF
56.4% LOT IMPERVIOUS COVERAGE
- 45 UNITS
(24) - 1 BEDROOM
(18) - 2 BEDROOM
(3) - STUDIOS
- 68 PARKING STALLS PROVIDED (1.5 RATIO)
45 UNDERGROUND
23 SURFACE STALLS ON SITE



SCALE: 1" = 30'
(PAGE SIZE: 11x17)

DATE: 02/28/2025
REVISED:

DRAWN BY: TCF

FN: 24-05-128

Sheet Number:

TASK ORDER 2025-02
2025 Fireman's Park Culvert Removal Construction Assistance

Item #4.

Task Order

This is Task Order No. 2025-02,
consisting of 4 pages.

In accordance with paragraph 1.1 of the Master Professional Service Agreement between the City of Columbus (City) and Ruckert and Mielke, Inc. (R/M) for Professional Services – Task Order Edition dated March 19, 2019 (“Agreement”), City and R/M agree as follows:

1. Specific Project Data

A. Construction ASSISTANCE

- Phase 1 will include construction services for the 2025 Fireman's Park Culvert Removal project.

2. Services of R/M

A. CONSTRUCTION ASSISTANCE

- Review submittal documents.
- Coordinate and attend project kick-off meeting.
- Construction review (assumes 25 hours/week for 8 weeks).
- Construction staking (set 2 benchmarks, 3 horizontal control points, slope intercepts at 50-foot intervals)
- Pay request review and recommendation.
- Technical support and administration.
- Substantial completion inspection.
- Develop punch list/review punch list.
- Final completion inspection.
- Project closeout documentation.

3. City's Responsibilities

City shall have those responsibilities set forth in Section II of Agreement, subject to the following:

- A. City shall confirm attendance to meetings prior to attendance.
- B. Provide approval of selected maintenance methods and locations.
- C. Provide existing maps or drawings with information for the project.
- D. Provide timely review of plans.

4. Items Excluded

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

- Follow-up site visits, meetings, and certifications not included in the above scope.
- Contaminated site investigations, coordination, and/or remediation design.
- Historical, environmental, or archeological investigations, coordination, and/or mitigation.
- Geotechnical testing.
- Alternatives analysis.
- Environmental impact statements or site assessments.
- Title searches.
- Record drawings.
- Boundary survey or property survey.

TASK ORDER 2025-02
2025 Fireman’s Park Culvert Removal Construction Assistance

- Real estate appraisal/acquisition.
- Easement preparation or CSM.
- Permitting.
- Public hearings.

5. Times for Rendering Services

A. Schedules are subject to change due to activities beyond the control of R/M. In general, the tentative schedule Phase 1 – Street Maintenance is as follows:

Authorization to Proceed	03/04/25
Start Construction	07/05/25
Substantial Completion	10/31/25
Project Closeout	12/31/25

6. Payments to R/M

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

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
Construction Staking	Time and Materials	\$6,000
Construction Assistance	Time and Materials	\$45,000
TOTAL =		\$51,000

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

TASK ORDER 2025-02
2025 Fireman's Park Culvert Removal Construction Assistance

The Effective Date of this Task Order is March 18, 2025.

City of Columbus:

Ruekert and Mielke, Inc.:

By:

By:

Jason P. Lietha
Digitally signed by Jason P. Lietha
DN: C=US,
E=jlietha@ruekert-mielke.com,
O="Ruekert & Mielke, Inc.",
CN=Jason P. Lietha
Date: 2025.03.12 09:19:56-05'00'

Name:

Name:

Jason P. Lietha, P.E.

Title:

Title:

Senior Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Name:

Heidi Jeninga, P.E.

Title:

Title:

Project Manager

Address:

Address:

4630 S. Biltmore Lane, Madison, WI
53718

E-Mail
Address:

E-Mail
Address:

hjeninga@ruekert-mielke.com

Phone:

Phone:

608.504.2407

2025 Brookside Lane Street and Utility Reconstruction Construction Services

This is Task Order No. 2025-03,
consisting of 4 pages.

Task Order

In accordance with paragraph 1.1 of the Master Professional Service Agreement between the City of Columbus (City) and Ruekert and Mielke, Inc. (R/M) for Professional Services – Task Order Edition dated March 20, 2019 (“Agreement”), City and R/M agree as follows:

1. Specific Project Data

- A. This Task Order will cover the construction related services for Brookside Lane required to provide engineering support and oversight to the contractor and the City of Columbus.

2. Scope of Services for R/M

A. Construction Phase

- 1) Prepare agenda and attend preconstruction meeting.
- 2) Coordinate construction with private utility upgrades.
- 3) Construction submittal review and approval.
- 4) Construction staking for:
 - a. Sanitary sewer and structures.
 - b. Sanitary sewer laterals.
 - c. Storm sewer and structures.
 - d. Concrete curb and gutter.
- 5) Construction review – utilities:
 - a. Full time review of sanitary sewer construction.
 1. Time estimate for construction review is based on an estimate of 150 feet of installation per day and three sanitary sewer lateral installations per day.
 - b. Full time review of water main construction.
 - c. Full time review of storm sewer construction.
 - d. Full time review of all sanitary sewer and water services.
- 6) Construction review - road including sidewalk, curb and gutter, pavement.
 - a. Full time review when Contractor is pouring concrete for:
 1. Sidewalk.
 2. Curb and gutter.
 3. Private driveway aprons.
 - b. Part time review for removals of existing pavement and saw cutting.
 - c. Full time review of proof rolling and undercutting operations.
 - d. Full time review of paving and compaction operations.
- 7) Pay request review and recommendation as required.
 - a. Breakdown fee by City category for each pay request.
- 8) Change orders preparation as required.
- 9) Weekly on-site progress meetings.

**2025 Brookside Lane Street and Utility Reconstruction
Construction Services**

- a. Provide summary notes.
- 10) Technical support and administration.
 - a. Meeting with residents and project support as directed by the City Administrator.
- 11) Substantial completion inspection.
 - a. Issue substantial completion certificate.
- 12) Develop punch list/review punch list.
 - a. Coordination with Contractor.
- 13) Final completion inspection.
- 14) Project closeout documentation.
- 15) Provide FieldAlly working drawings and inspection reports.
 - a. Update GIS with record drawing information for storm sewer and sanitary sewer.

3. City's Responsibilities

The City shall have those responsibilities as set forth in Section II of the Agreement, subject to the following:

- A. City shall confirm attendance to meetings prior to attendance.
- B. Attend utility coordination meetings.
- C. Provide timely review for questions.
- D. Attend the weekly on-site meetings.
- E. Attend the final site walk-through.

4. Items Excluded

The following items are excluded from the scope of services.

- A. Anything not specifically listed in the scope of services above.
- B. Replacing property irons or setting new property irons
- C. Detail record drawings other than provided working drawings.
- D. Boundary survey or property survey.
- E. Real estate appraisal/acquisition.
- F. Public hearings unless specifically presented.
- G. Any grant application completion or administration related to this project.

**2025 Brookside Lane Street and Utility Reconstruction
Construction Services**

5. Times for Rendering Services

Schedules are subject to change due to activities beyond the control of R/M. In general, the tentative schedule is as follows: July 1, 2025 - October 31, 2025.

6. Payments to R/M

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

Category of Services	Compensation Method	Estimate of Compensation for Services
Construction Administration	Standard Hourly Rates	\$13,500
Construction Staking	Standard Hourly Rates	\$17,420
Construction Observation	Standard Hourly Rates	\$50,350
Update GIS	Standard Hourly Rates	\$1,950
	TOTAL =	\$83,220

Below is the total fee for construction services breakdown by category for internal City use. All invoicing will reflect the prorated percentage of costs for this task order when invoiced.

Breakdown by Category

<i>City of Columbus (38%)</i>	\$31,623
<i>Columbus Water (37%)</i>	\$30,792
<i>Columbus Sanitary (14%)</i>	\$11,650
<i>Columbus Storm (11%)</i>	\$9,155

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

2025 Brookside Lane Street and Utility Reconstruction Construction Services

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

The Effective Date of this Task Order is March 18, 2025.

OWNER:

City of Columbus

ENGINEER:

Ruekert & Mielke, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: Jason P. Lietha Digitally signed by Jason P. Lietha
Date: 2025.03.12
10:47:50 -05'00'

Name: Jason P. Lietha, P.E.

Title: Senior Vice President

Date: March 12, 2025

DESIGNATED REPRESENTATIVE FOR TASK ORDER

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

Name: Brian Toczyski

Title: Project Engineer

Address: 4630 S. Biltmore Lane Madison, WI 53718

Email: btoczyski@ruekert-mielke.com

Phone: 608-819-2600



Agenda Item Report

Meeting Type: Special Committee of the Whole/Common Council

Meeting Date: March 18, 2025

Item Title: Furnaces for Fire Department

Submitted By: Scott Hazeltine, Fire Chief

Detailed Description of Subject Matter: Both furnaces are from 1998, lower floor furnace has failed. In short, the furnace was faulting out on high limit and tripping the main limit. One of their service people jumped the switch, restarted and tested for CO (Carbon Monoxide). When running, the CO was well above 400 ppm and climbing. Anything over 200 ppm indicates that the heat exchanger is compromised and not suitable or safe to run (cracked or plugged heat exchanger).

The service person from TAS told me that they cannot find parts to repair this because of the age. With both furnaces being the same age, it only makes sense to replace both and get a better price on labor and cost. Will also need working furnaces to use the blowers for the A/C units when summer gets here.

Talking to Krystal, she said we would be taking the expense off the Building Maintenance line for the fire department.

List all Supporting Documentation Attached:

Quote from TAS

Quote from Air-Care, LLC.

Quote from Quality Electrical & Heating Contractors

Action Requested of Council:

Asking to approve either the low bid, or bid of Council choosing to replace both furnaces.

Scott Hazeltine

Item #6.

From: TAS Office <office@tasheatcool.com>
Sent: Monday, March 10, 2025 5:15 PM
To: Scott Hazeltine
Subject: RE: TAS HVAC Quote
Attachments: TAS HVAC Furnace Quote 25-1501 rev1 - Columbus Fire Department - 123 W Harrison St, Columbus.pdf

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Scott
Please see attached.

I added 2nd furnace to the quote as you requested.

In the body of the quote, I provided a description of why the furnace that serves the lower offices was determined needing replacement. In short, the furnace was faulting out on high limit and tripping the main limit. Tom Powers jumped the switch, restarted and tested for CO. When running, the CO was well above 400ppm and climbing. Anything over 200ppm indicates that the heat exchanger is compromised and not suitable or safe to run (cracked or plugged heat exchanger).

As for the size, we base the furnace BTU on the square footage. Both the upper and lower offices are approximately 1800 SF each. By the math, these areas only need a 80,000 BTU furnace (the furnace for the upper level is 80,000 BTU).

I asked Tom Salzwedel and he could not remember exactly why they installed a 100,000 BTU. I assume there was some circumstance and good reason why they went that route.

If you are more comfortable with a 100,000 BTU, the pricing would increase a bit.

Lower – 100,000 BTU - \$5,600.00
Upper – 80,000 BTU - \$5,400.00
Install both at same time, I would quote \$10,400.00.

If you have any questions, please call.

Thanks.

Nathan Faust

TAS HVAC, LLC
Office@tasheatcool.com
920-623-3586 (office)

76

March 10, 2025

QUOTE 25-1501 rev1

Customer: Columbus Fire Department (Scott Hazeltine)
Phone: 608-566-8134
Email: shazeltine@columbuswi.gov
Location: 123 W. Harrison Street, Columbus WI 53925

RE: Furnace Replacement – office areas (1800 SF each)

Scott Hazeltine:

We hereby submit specifications for the installation of two (2) Comfortmaker 80,000 BTU 96% 2-stage high efficiency natural gas furnaces at your facility (upper & lower office). Price includes labor, removal of existing equipment, replacement furnaces, gas piping materials, venting, 24V wiring and condensate piping for furnace.

During the service call conducted by Tom Powers on 3.3.2025, it was determined that the furnace that serves the lower office was faulting out on high limit and tripping the main limit switch. The technician jumped the main limit switch, started the furnace and attempted to check the CO level of the furnace when running. During startup, the CO level on the meter was well above 400ppm indicating that the heat exchanger was either plugged or cracked. Due to this situation, the furnace will not stay running and was determined needing replacement. The quote below is for replacement of both furnaces (upper and lower office) as the upper-level office furnace is same age.

WARRANTY: Lifetime heat exchanger limited warranty, 10-year warranty on parts, 5-year no hassle replacement limited warranty and 1-year warranty on labor for furnace. See Literature at Comformaker.com.

LOWER OFFICE FURNACE PRICING: We hereby propose furnishing the material and labor, complete in accordance with the above specifications for the sum of \$5,400.00. **TERMS:** Due in full at installation.

UPPER OFFICE FURNACE PRICING: We hereby propose furnishing the material and labor, complete in accordance with the above specifications for the sum of \$5,400.00. **TERMS:** Due in full at installation.

PRICING NOTE: If both furnaces are replaced at the same time, TAS HVAC can offer a discount. Lump sum pricing for both furnaces as noted above would be \$10,200.00. (\$300.00 deducted from each).

NOTES:

- All material is guaranteed to be as specified and all work completed in a workmanship-like manner according to standard practices.
- Any deviations or alterations from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this written estimate.
- All agreements are contingent upon strikes, delays, or accidents beyond our control.
- Owner is to carry fire, tornado and other necessary insurance.
- This proposal may be withdrawn if not accepted within 30 days from the above date of this proposal.
- Above price does not include WI sales tax. Credit Card Orders will be charged an additional 3.5% fee.
- **ACCEPTANCE OF PROPOSAL:** According to the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
- **TERMS:** Due in full at installation.
- Local and State permits and Drawing fees not included.

Thank you,
Nathan Faust
Signature of Acceptance:

office@tasheatcool.com

TAS Heating & Cooling
P.O. Box 467, Columbus WI 53925

920-623-3586

Up to 96% AFUE, COMMUNICATING, TWO-STAGE GAS FURNACE

EASIER TO SELL

- Up to 96% AFUE in upflow and horizontal positions
95% AFUE in downflow position
- All models earn the ENERGY STAR®
- Two-stage heating operation
- Variable-speed, constant torque ECM blower motor for extra SEER boost with select cooling equipment
- Supports single- and two-stage cooling units
- Dehumidification feature in cooling
- Low NOx units are designed for California installations and meet 40 ng/J NOx emissions. Can be installed in air quality management districts with a 40 ng/J NOx emissions requirement.
- Cabinet air leakage less than 2.0% at 1.0 in. W.C. and cabinet air leakage less than 1.4% at 0.5 in. W.C. when tested in accordance with ASHRAE standard 193

TOUGHER

- Flame roll-out sensors standard
- Adjustable heating blower OFF delay
- Factory set blower ON delay
- RPJ® primary heat exchanger
- Stainless steel secondary heat exchanger
- High temperature limit control prevents overheating
- Direct ignition with Silicon Nitride ignitor

QUIETER

- Operates at quieter, lower heating rates
- Two-speed induced draft combustion motor
- Variable speed, constant torque ECM blower motor
- Fully insulated steel cabinet

EASIER TO INSTALL AND SERVICE

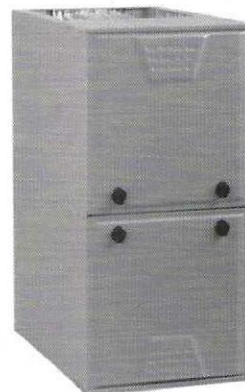
- Direct vent (2-pipe), single-pipe venting or ventilated combustion air
- 24 VAC humidifier terminal and electronic air cleaner terminal
- 35" (889mm) high, for ease of installation
- Quarter turn knobs for easy door removal and secure attachment
- Factory shipped for natural gas, with propane gas conversion kits available
- Four position upflow/downflow/horizontal (left/right) installation
- At least twelve different venting configurations
- Through the casing flue pipe for counterflow or horizontal applications with accessory (order separately)
- Concentric vent available
- Slide out heat exchanger assembly and blower assembly

LIMITED WARRANTY*

- 10 year No Hassle Replacement™ limited warranty
 - Lifetime heat exchanger limited warranty with timely registration
 - 5 year parts limited warranty
 - With timely registration, an additional 5 year parts limited warranty
- * For residential applications only. See warranty certificate for complete details and restrictions, including warranty coverage for other applications.

For California Residents:

For installation in SCAQMD only: This furnace does not meet the SCAQMD Rule 1111 14 ng/J NOx emission limit, and thus is subject to a mitigation fee of up to \$450. This furnace is not eligible for the Clean Air Furnace Rebate Program:
www.CleanAirFurnaceRebate.com



Illustrations and photographs are only representative. Some Product models may vary.

WARNING

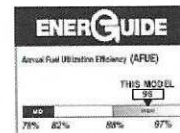
CARBON MONOXIDE POISONING AND FIRE HAZARD
Failure to follow this warning could result in personal injury, death, and/or property damage.
This furnace is not designed for use in recreation vehicles, manufactured (mobile) homes or outdoors.
Failure to follow this warning could result in personal injury, death, and/or property damage.



ISO 9001
Quality



Use of the AHRI Certified TM Mark indicates a manufacturer's participation in the program. For verification of certification for individual products, go to www.ahridirectory.org



G96VTN (cont.)

Item #6.

UNIT PERFORMANCE DATA

Model Number	Heating Input (MBTUH)	Efficiency Range AFUE		ENERGY STAR®	Cooling Capacity CFM range @ .5 in. w.c. (125 Pa)	Operating Dimensions Height x Width x Depth inches (millimeters)	Shipping Weight lbs (kg)	Notes
		Upflow/Hz	Downflow					
G96VTN0401410A	40,000	96%	95%	✓	440-1030	35 x 14-3/16 x 29-1/2 (889 x 361 x 750)	123 (55.8)	
G96VTN0401712A	40,000	96%	95%	✓	620-1105	35 x 17-1/2 x 29-1/2 (889 x 445 x 750)	133 (60.3)	
G96VTN0601412A	60,000	95%	95%	✓	445-1115	35 x 14-3/16 x 29-1/2 (889 x 361 x 750)	132 (59.9)	
G96VTN0601714A	60,000	96%	95%	✓	210-1475	35 x 17-1/2 x 29-1/2 (889 x 445 x 750)	139 (63.0)	
G96VTN0801716A	80,000	96%	95%	✓	360-1655	35 x 17-1/2 x 29-1/2 (889 x 445 x 750)	147 (66.7)	
G96VTN0802120A	80,000	96%	95%	✓	440-2005	35 x 21 x 29-1/2 (889 x 533 x 750)	156 (70.7)	
G96VTN1002120A	100,000	96%	95%	✓	105-2005	35 x 21 x 29-1/2 (889 x 533 x 750)	170 (77.1)	79
G96VTN1202422A	120,000	96%	95%	✓	505-2190	35 x 24-1/2 x 29-1/2 (889 x 622 x 750)	190 (86.2)	



AIR CARE® AIR CARE, INC.

W8238 Highway 33

Beaver Dam, WI 53916

Item #6.

Columbus Fire Station
123 West Harrison Street
Columbus, WI 53925

Attention:
Scott Hazeltine

March 6, 2025

By: Chad Guse

Cell: 608-566-8134
shazeltine@columbuswi.gov

We are pleased to provide the following proposal:

Option 1, Payne Single-Stage Gas Furnaces for the first floor:

- Payne PG96MSAA60100C, 96% single stage 100,000BTUH furnace.
- Air Flow 1730 CFM.
- Aluminized-steel primary and stainless-steel condensing secondary heat exchangers.
- Non-communicating furnace with a multi-speed ECM blower motor.
- 4" high return box installed for proper air flow.
- Aprilaire 2210RP, 20x25 filter and filter cabinet.
- Honeywell TH411OU2005 T4 Pro, programmable/non-programmable thermostats.
- Honeywell 5-year limited parts warranty.
- Payne commercial use limited 20-year heat exchanger warranty and 5-year parts warranty..... \$5,066.00

Option 2, Payne Single-Stage Gas Furnaces for the second floor:

- Payne PG96MSAA48060B, 96% single stage 100,000BTUH furnace.
- Air Flow 1030 CFM.
- Aluminized-steel primary and stainless-steel condensing secondary heat exchangers.
- Non-communicating furnace with a multi-speed ECM blower motor.
- 4" high return box installed for proper air flow.
- Aprilaire 2410RP, 16x25 filter and filter cabinet.
- Honeywell TH411OU2005 T4 Pro, programmable/non-programmable thermostats.
- Honeywell 5-year limited parts warranty.
- Payne commercial use limited 20-year heat exchanger warranty and 5-year parts warranty..... \$4,768.76

9,834.76

Item #6.

Notes:

- included:
 - installation (unless otherwise noted)
 - Air Care, Inc., 1-year parts and labor warranty...manufactures extended warranties as listed
 - local HVAC permit if applicable
- excluded:
 - any service to date.
 - anything additional needed by local or state inspecting agency.

Other:

- price effective through March 28, 2025
- terms 50% down payment with balance due upon receipt of invoice
- 1.5% per month service charge on balances 30 days past due
- Visa, MasterCard, and Discover cards accepted add 3%.

REMOVAL OF EXISTING EQUIPMENT

Sincerely,



Chad Guse, Owner
Air Care, Inc.

1-800-281-4676
Ext. 10

Accepted

Date

Gas Furnace 96

PG96MSA

Item #6.



Cozy up to savings with our high efficiency, single stage gas furnace. Designed to squeeze extra performance from the energy it uses, this affordable and reliable heating machine offers reliable temperature control and up to 97% AFUE.



- Up to 97% AFUE rating
- ENERGY STAR® qualified

Features & Benefits

- Single-stage operation
- Your dealer can choose between 18-speed options on the blower motor to personalize the comfort of your home

- Dual fuel capable with a compatible heat pump and thermostat for energy-saving heating performance
- Air purifier and humidifier compatible
- High temperature limit control helps prevent overheating
- 10-Year Parts Limited Warranty upon timely registration*
- 20-Year Heat Exchanger Limited Warranty*

Item #6.

Specifications

- Efficient multi 18-speed ECM blower motor
- Induced draft combustion motor
- Single-stage gas valve
- Aluminized-steel primary heat exchanger, stainless steel secondary heat exchanger
- Silicon nitride hot surface igniter
- Compatible thermostat: heat/cool
- Heating capacity: 26,000–140,000 BTUh

Documents

*This warranty is to the original purchasing owner only and is not available for subsequent owners. Timely registration required for 10-year parts limited warranty. Limited warranty period is 5 years for parts if not registered within 90 days of installation. The warranty period on the heat exchangers is 20 years. Jurisdictions where warranty benefits cannot be conditioned on registration will receive the registered limited warranty periods. Please see warranty certificate for further details and restrictions.

California residents please see [Proposition 65](#)



[Heat Pumps](#)

[Air Conditioner](#)

[Gas Furnaces](#)

[Fan Coils](#)

[Evaporator Coils](#)

[Ductless Systems](#)

[Packaged Products](#)

[Contact Us](#)

Find a Payne® Distributor Near You

Payne® has more than 400 distributor locations in the United States and Canada. Contact a distributor who can help you locate a local dealer in your area.

[Find A Distributor](#)

About Payne®

Since 1914, We've been delivering on our promise to create sensible, affordable products that do what you need them to do. Because the bottom line is you need heating and cooling for your home - a cost-effective system to keep you comfortable. Homeowners who choose Payne Heating and Cooling Products are delighted in their decision because it is such a sensible choice that saves money at the purchase, and keeps performing season after season.

QUALITY ELECTRICAL & HEATING CONTRACTORS, LLC

N1950 STARK RD, WATERLOO, WI 53594
920-210-0440

Estimate

Number

Item #6.

110

Date

3/11/2025

Bill To

COLUMBUS FIRE DEPTME
COLUMBUS, WI

Description

Amount

INSTALL 1-W951T WK FURNACE 95 PERCENT NG GAS

100,000 BTU SINGLE STAGE WITH 1 PIPE VENT SYSTEM
HOOKUP TO DUCT WORK, WIRING, DRAIN LINE AND 24 VOLT WIRING.

INSTALL 1 W951T WK FURNACE 95 PERCENT NG GAS
85,000 BTU SINGLE STAGE WITH 1 PIPE VENT SYSTEM

INCLUDED

1 YEAR PARTS AND WARRANTY PER QUALITY ELECTRICAL CONTRACTORS INCLUDES
LABOR

PERMIT CHARGES OT INCLUDED

TOTAL BID

\$8,700.00

SAVINGS THAT LAST

Air Gas Fu Item #6.
W951T



VERSUS™

WeatherKing® Versus™ Line



Comfortably command your castle, no matter how cold it gets, with the WeatherKing Versus Line W951T Gas Furnace. It's ENERGY STAR® certified and designed to provide excellent value and peace of mind with its high efficiency and dependable performance.

WeatherKing.ca



VERSUS™

Item #6.

Innovation You Can Count On

Patented industry-first features and advanced design make the WeatherKing® Versus™ W951T a smart choice.



Peace-Of-Mind Performance

Relax, you're covered by a dependable warranty¹ – 5 Year Parts + 15 Year Heat Exchanger.



Energy Efficiency Savings

Higher AFUE (Annual Fuel Utilization Efficiency) ratings mean more energy savings and this 95% AFUE, ENERGY STAR® certified gas furnace is close to perfect when it comes to efficiently converting gas to heat—offering up to \$85 in annual energy costs savings³ and potentially even more with available rebates.



Efficient Comfort

Constant torque ECM motor technology delivers the heated airflow to meet your requested warmth requirement.



Among Furnaces, This One's a Star⁴

Earning ENERGY STAR® recognition means products meet strict energy efficiency guidelines set by Natural Resources Canada. ENERGY STAR certified heating and cooling equipment can enhance the comfort of your home while saving energy—which saves money on utility bills and protects our climate by reducing harmful carbon pollution and other greenhouse gases.

FEATURES AT A GLANCE

Input Rate:

40–115 kBtu

Configuration:

4-Way Multi-Position

Heating Stages: Single-Stage

Motor Type: Constant Torque

Sound Ranking²: Quiet



FEATURE HIGHLIGHTS

Energy Efficiency:

95% AFUE

Diagnostics:

Industry-first, 7-Segment LED for quick & easy service

Ignition System:

Direct Spark Ignition (DSI) for reliability & longevity

Water Management System:

Patented sensor shuts off the furnace if a blocked drain is detected

Limited Warranty⁴:

Parts – 5 Years

Heat Exchanger – 15 Years



To learn more visit
WeatherKing.com



WeatherKing.ca

A History of Innovation

We are proudly backed by nearly 100 years in the HVAC industry. We continue to give homeowners and business owners the innovative products that meet their needs and budget to keep people comfortable day after day—just as we've done for nearly a century.



WeatherKing USA

5600 Old Greenwood Road
Fort Smith, Arkansas 72908



WeatherKing Canada Ltd. / Ltée

125 Edgeware Road, Unit 1
Brampton, Ontario L6Y 0P5

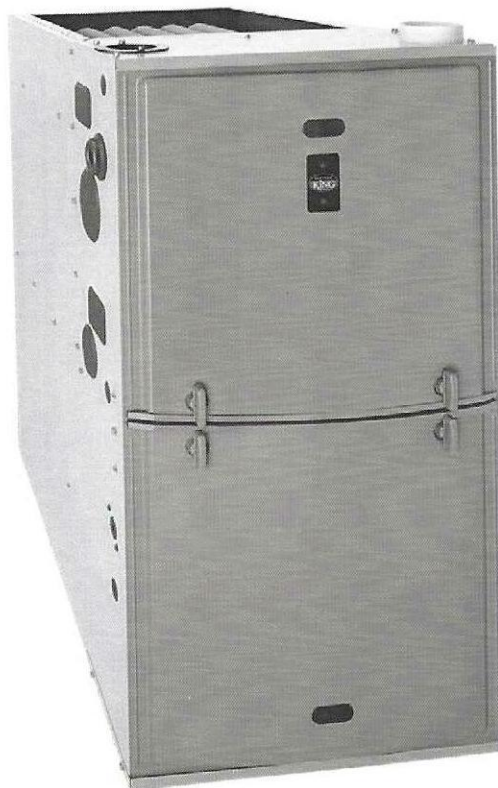
Rheem Sales Company, Inc. manufactures the WeatherKing brand of residential heating & cooling products. In keeping with its policy of continuous progress and product improvement, Rheem reserves the right to make changes without notice.

¹For complete details of the warranties, including applicable terms and conditions, contact your local Contractor or go to WeatherKing.com for a copy of the product warranty certificate. ²Based on manufacturer's furnace offering, and the product's heating stages, motor type and cabinet insulation. Sound levels are also dependent on furnace location and installation. ³Per EnergyStar.gov, when compared to a standard 80% AFUE gas furnace. ⁴Proper sizing and installation of equipment is critical to achieve optimal performance. Ask your contractor for details or visit EnergyStar.gov.





Versus™ Line Gas Furnaces



W951T

95% A.F.U.E.†

Heating Stages: Single Stage

Motor Type: Constant Torque

Input Rates: 40 to 115 kBTU [11.72 to 33.71 kW]

Configuration Options: 4-Way Multi-Position



† A.F.U.E. (Annual Fuel Utilization Efficiency) calculated in accordance with Department of Energy test procedures.

Item #6.

Features and Benefits

- **Energy Efficiency:** ENERGY STAR® certified, featuring 95% AFUE across all model sizes
- **Diagnostics:** Industry-first, 7-Segment LED for quick and easy service
- **Ignition System:** Proven Direct Spart Ignition (DSI) for reliability and longevity
- **Water Management System:** WeatherKing-exclusive patented block drain sensor that automatically shuts off the furnace when the drain is blocked and alerts the contractor via diagnostic code

Item #6.

Gas Furnaces

<u>W</u>	<u>95</u>	<u>1</u>	<u>T</u>	<u>040</u>	<u>3</u>	<u>A</u>	<u>17</u>	<u>M4</u>	<u>S</u>	<u>N</u>	<u>A</u>	<u>S</u>
Brand	Furnace Efficiency	Stages of Heating	Motor Type	Heating Input	AC Max. Capacity	Major Series	Width	Position	NOx	Controls	Minor Series	Option Code
W - WeatherKing	95 - 95% AFUE	1 - Single-Stage	T - Constant Torque	040 - 40,000 [11.7 kW] 060 - 60,000 [17.6 kW] 070 - 70,000 [20.5 kW] 085 - 85,000 [24.9 kW] 100 - 100,000 [29.3 kW] 115 - 115,000 [33.7 kW] 115 - 115,000 [33.7 kW]	3 - 3 ton drive 5 - 5 ton drive	A - 1st Design Series	17 - 17.5" Width 21 - 21" Width 24 - 24.5" Width	M4 - Multi-4 Way	S - Standard	N - Non-Communicating	A - 1st Series	S - Second Grade

[] Designates Metric Conversions

AVAILABLE MODELS
W951T0403A17M4SNAS
W951T0603A17M4SNAS
W951T0703A17M4SNAS
W951T0705A21M4SNAS
W951T0855A21M4SNAS
W951T1005A21M4SNAS
W951T1155A24M4SNAS

STANDARD EQUIPMENT
Redundant main gas control
Blower compartment door safety switch
Solid state time on/off blower control
Limit controls
Manual shut-off valve
100% safety lock out
Cool fan off delay
Field selectable heat fan off delay
One hour automatic retry
Power and self test diagnostics
Flame sense current diagnostics
Electronic air cleaner connections
Twinning (built-in) features
Humidifier connections
Low speed continuous fan option
Single speed option for heating and cooling applications
Transformer
Direct drive motor
Multi-speed constant CFM electrically commutated blower motor

WARNING
THIS FURNACE IS NOT APPROVED
OR RECOMMENDED
FOR USE IN MOBILE HOMES

Item #6.

Physical Data and Specifications

MODEL NUMBERS	W951T 0403A17M4SNAS	W951T 0603A17M4SNAS	W951T 0703A17M4SNAS	W951T 0705A21M4SNAS	W951T 0855A21M4SNAS	W951T 1005A21M4SNAS	W951T 1155A24M4SNAS
HIGH FIRE INPUT BTU/HR [kW] ①	42,000 [12.30]	56,000 [16.41]	70,000 [20.51]	70,000 [20.51]	84,000 [24.61]	98,000 [28.72]	112,000 [32.82]
HEATING CAPACITY BTU/HR [kW]	39,900 [11.69]	53,200 [15.59]	66,500 [19.49]	66,500 [19.49]	79,800 [23.39]	93,100 [27.28]	106,400 [31.18]
HIGH ALTITUDE OUTPUT 10% DERATE [kW] ②	35,910 [10.52]	47,880 [14.03]	59,850 [17.54]	59,850 [17.54]	71,820 [21.05]	83,790 [24.56]	95,760 [28.06]
BLOWER (D x W) [mm]	11 x 7 [279 x 178]	11 x 8 [279 x 203]	11 x 8 [279 x 203]	11 x 10 [279 x 254]	11 x 10 [279 x 254]	11 x 10 [279 x 254]	11 x 11 [279 x 279]
MOTOR H.P. [W]-TYPE	1/2 [373] 5 Spd Constant Torque	1/2 [373] 5 Spd Constant Torque	1/2 [373] 5 Spd Constant Torque	1 [746] 5 Spd Constant Torque	1 [746] 5 Spd Constant Torque	1 [746] 5 Spd Constant Torque	1 [746] 5 Spd Constant Torque
MIN. CIRCUIT AMPACITY	8	9	10	12	16	15	14
MIN. OVERLOAD PROTECTION DEVICE	15	15	15	15	20	20	20
MAX. OVERLOAD PROTECTION DEVICE	15	15	15	20	25	20	20
MINIMUM EXT. STATIC PRESSURE (IN. W.C.) [kPa]	.18 [.045]	.20 [.050]	.23 [.057]	.23 [.057]	.28 [.070]	.28 [.070]	.28 [.070]
MAXIMUM EXT. STATIC PRESSURE (IN. W.C.) [kPa]	.9 [0.224]	.9 [0.224]	.9 [0.224]	.9 [0.224]	.9 [0.224]	.9 [0.224]	.9 [0.224]
HEATING SPEED	MED-LOW	MED-LOW	MED	MED-LOW	MED-LOW	MED-LOW	MED
COOLING SPEED	HIGH	HIGH	HIGH	HIGH	HIGH	HIGH	HIGH
TEMPERATURE RISE- HIGH FIRE RANGE IN DEGREES °F [°C]	25 - 55 [14 - 31]	35 - 65 [19 - 36]	40 - 70 [22 - 39]	30 - 60 [17 - 33]	35 - 65 [19 - 36]	40 - 70 [19 - 36]	45 - 75 [25 - 42]
APPROX. SHIPPING WEIGHT (LBS.) [kg]	123.5 [56]	128 [58]	132 [60]	139 [63]	147.5 [67]	152 [69]	165 [75]
AFUE ③	95.00%	95.00%	95.00%	95.00%	95.00%	95.00%	95.00%

NOTES: All models are 115V, 60HZ, 1 phase Gas connection size for all models is 1/2" [13 mm] N.P.T.

① Installation instructions for high altitude derate.

② Canadian installations only.

③ In accordance with D.O.E. test procedures.

NOTE: Standard model complies with California low NOx requirements up to 40ng/J.

This furnace does not meet air district requirements of 14 ng/J NOx emissions limit, and thus is subject to a mitigation fee of up to \$450.

This furnace is to be installed for propane firing only in air districts requiring 14 ng/J NOx emission limits. Operating in natural gas mode is in violation of these Rules.

[] Designates Metric Conversions



Item #6.

GENERAL TERMS OF LIMITED WARRANTY*

WeatherKing will furnish a replacement for any part of this product which fails in normal use and service within the applicable period stated, in accordance with the terms of the limited warranty.

Parts Five (5) Years
Heat Exchanger Fifteen (15) Years

*For complete details of the Limited and Conditional Warranties, including applicable terms and conditions, contact your local contractor or the Manufacturer for a copy of the product warranty certificate.

Before proceeding with installation, refer to installation instructions packaged with each model, as well as complying with all Federal, State, Provincial, and Local codes, regulations, and practices.

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"In keeping with its policy of continuous progress and product improvement, WeatherKing reserves the right to make changes without notice."

WeatherKing • 5600 Old Greenwood Road
Fort Smith, Arkansas 72908 • www.weatherking.com

Rheem Canada Ltd./Ltée • 125 Edgeware Road, Unit
Brampton, Ontario • L6Y 0P5 • weatherking.ca

Limited Warranty — Parts

SCOPE of WARRANTY and EQUIPMENT COVERED: The Rheem, Ruud, WeatherKing and Fujitsu brand products covered by this Limited Warranty are specified on the reverse side ("Covered Equipment"). RHEEM SALES COMPANY, INC. (Manufacturer of the Covered Equipment) warrants the Covered Equipment to be free from defects in materials and workmanship under normal use and service. This Limited Warranty applies only to Covered Equipment installed in residential* (not commercial) applications that fails in normal use and service within the Applicable Warranty Periods specified below and on the reverse. Subject to all of the terms of this Limited Warranty, including, but not limited to, the specific exclusions set forth below and subject to the Manufacturer's right to inspect and validate the warranty claim as set forth below, Manufacturer will repair or replace, at its option, ANY PART of Covered Equipment that is found to be defective in materials or workmanship. If an exact replacement part is not available, an equivalent part or credit will be provided. The replacement part will be warranted for only the unexpired portion of the original Applicable Warranty Period.

EFFECTIVE DATE and APPLICABLE WARRANTY PERIODS: The Effective Date of warranty coverage is determined as follows: (a) If the original installation date can be verified by the installer's invoice then the Effective Date of warranty coverage is the original installation date as shown on the installer's invoice. **For residential new construction installations, the final occupancy permit, or proof of purchase from the builder can be substituted for the installer's invoice.** (b) If the original installation date cannot be verified by the installer's invoice, or proof of purchase from the builder in residential new construction applications, then the Effective Date of warranty coverage is the Covered Equipment's manufacture date (as verified by the product's serial number) plus ninety (90) days.

The Applicable Warranty Periods for the Manufacturer's various models and parts are specified on the reverse side.

EXCLUSIONS – In addition to the specific exclusions set forth in the other sections of this Limited Warranty document, THIS Limited Warranty WILL NOT APPLY TO:

- Damages, malfunctions, or failures resulting from failure to properly install, operate or maintain Covered Equipment in accordance with the Manufacturer's instructions;
- Damages, malfunctions, or failures resulting from misuse, accident, contaminated or corrosive atmosphere, vandalism, freight damage, fire, flood, freeze, lightning, acts of war, acts of God and the like;
- Damages, malfunctions, or failures resulting from improper conversion from natural gas to LP gas or LP gas to natural gas fuel source;
- Parts installed with Covered Equipment or used in connection with normal maintenance, such as cleaning or replacing air filters, refrigerant, thermostats, tubing, or concrete pads;

- Covered Equipment that is not installed in the United States or Canada;
- Covered Equipment that is installed outside the country or country region designated by the Manufacturer. For example, if Covered Equipment is designated for United States installation only, but is installed in Canada instead, this Limited Warranty will not apply to such Covered Equipment;
- Covered Equipment that is not installed by a qualified, trained HVAC professional in accordance with applicable codes, ordinances and good trade practices;
- Damages, malfunctions, or failures resulting from the use of any attachment, accessory or component not authorized by the Manufacturer or resulting from alteration or modification of the unit;
- Covered Equipment moved from the original installation location;
- Covered Equipment when operated with system components (indoor unit, outdoor unit, coil and refrigerant control devices) or accessories which do not match or meet the specifications recommended by the Manufacturer;
- Any Covered Equipment manufactured that has been sold to the consumer via the Internet or auction website, and has not been installed by a trained, qualified HVAC professional.
- Covered Equipment condensing units that are not part of a properly matched system as specified by the Air Conditioning, Heating & Refrigeration Institute (AHRI); or
- Covered Equipment heat pumps that are not part of a properly matched system as specified by the Manufacturer and the Air Conditioning, Heating & Refrigeration Institute (AHRI).

SHIPPING COSTS: This Limited Warranty does NOT cover shipping costs. You are responsible for the cost of shipping warranty replacement parts from our factory to the Manufacturer's distributor and from the distributor to the location of your Covered Equipment. You also are responsible for the cost of shipping failed parts to the distributor and for incidental costs incurred locally, including handling charges. (If in Alaska, Hawaii or Canada, you also must pay the shipping costs of returning the failed part to the port of entry into the continental United States.)

LABOR COSTS: This Limited Warranty does NOT cover any labor costs or expenses for service, NOR for removing or reinstalling parts. You are responsible for all labor costs or expenses, unless a labor service agreement exists between you and your contractor.

HOW TO OBTAIN WARRANTY CLAIMS ASSISTANCE: You must promptly report any failure covered by this Limited Warranty to the installing contractor or distributor. Normally, the installing contractor from whom the Covered Equipment was purchased will be able to take the necessary corrective action by obtaining through the Manufacturer's heating or air conditioning distributor any replacement parts. If the contractor is not available, simply contact any other local contractor handling the Manufacturer's heating or air conditioning products. The name and location of a local contractor can usually be found in your telephone directory or by contacting the Manufacturer's heating

KEEP THIS WARRANTY FOR YOUR RECORDS – DO NOT MAIL!



or air conditioning distributor. If necessary, the following Manufacturer's office can advise you of the nearest Manufacturer's distributor.

(FOR CALIFORNIA ONLY)
14300 Alondra Boulevard
LaMirada, California 90638
866-251-4090

P.O. Box 17010
5600 Old Greenwood Road
Fort Smith, Arkansas 72917-7010
479-646-4311

HOWEVER, ANY PART REPLACEMENTS ARE MADE SUBJECT TO VALIDATION BY THE MANUFACTURER OF IN-WARRANTY COVERAGE. Any part to be replaced must be made available in exchange for the replacement.

EXCLUSIVE WARRANTY - LIMITATION OF LIABILITY: This Limited Warranty is the ONLY warranty given by the Manufacturer. No one is authorized to make any warranties on behalf of the Manufacturer. ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIODS SPECIFIED IN THIS LIMITED WARRANTY. THE MANUFACTURER'S SOLE LIABILITY WITH RESPECT TO DEFECTIVE PARTS OR FAILURE SHALL BE AS SET FORTH IN THIS LIMITED WARRANTY, AND ANY CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE EXPRESSLY EXCLUDED. Some states and provinces do not allow limitations on how long an implied warranty lasts, or for the exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province, as the case may be.

The Manufacturer suggests that you immediately complete the information on this Limited Warranty and retain this Limited Warranty Certificate in the event warranty service is needed and that you keep proper documentation.

APPLICABLE WARRANTY PERIOD AND COVERED EQUIPMENT:

FIVE (5) YEAR LIMITED PARTS WARRANTY applies to the following Manufacturer's single-phase and three-phase heating & cooling Covered Equipment models and component parts installed in residential* (not commercial) applications, except for certain models whose applicable warranty periods are listed below under "EXCEPTIONS":

- Air Handlers:** WH1P, WH1T, WH1V, WBHP, RHLL
- Coils:** TCF
- Condensing Units:** WA13, WA14, WA16
- Heat Pumps:** WP14
- Gas Furnaces:** W92P, W95T, W95P, W96P, W96T, W801T Ultra Low NOx, W801S, W801C, W802T
- Package Units:** WSPM, WQPM

EXCEPTIONS:

HEAT EXCHANGER:
FIFTEEN (15) YEAR LIMITED HEAT EXCHANGER WARRANTY FOR MODELS: W95T*, W95P, W96P, W96T, W802T.** The Applicable Warranty Period for the heat exchanger is Fifteen (15) Years after the Effective Date for the models noted that are installed in residential* (not commercial) applications.
TEN (10) YEAR LIMITED HEAT EXCHANGER WARRANTY FOR MODELS: W92P, W801T Ultra Low NOx, W801S, W801C. The Applicable Warranty Period for the heat exchanger is Ten (10) Years after the Effective Date for the models noted that are installed in residential* (not commercial) applications.

COMPRESSORS:

FIVE (5) YEAR LIMITED WARRANTY FOR MODELS: WA13, WA14, WA16, WP14, WSPM, WQPM. The Applicable Warranty Period is FIVE (5) Years after the Effective Date for compressors in all single and three-phase products installed in residential* (not commercial) applications.

OTHER PRODUCTS:

The Applicable Warranty Period is One (1) Year after the Effective Date for any other products, including commercial equipment** and single-phase equipment installed in commercial applications.

COMPLETE THE FOLLOWING INFORMATION. KEEP THIS WARRANTY FOR YOUR RECORDS - DO NOT MAIL!

Owner Name: _____

Owner Address: _____

City/State (Province) Postal Code: _____

Date of Original Installation: _____

Installing Contractor Company Name: _____

Installing Contractor Telephone: _____

Installing Contractor Address: _____

City/State (Province) Postal Code: _____

Model Number: _____

Serial Number: _____

*Residential Application is defined as any single-family dwelling, which includes apartments, condominiums, duplexes and homes.

**Commercial Equipment is defined as three-phase equipment, except three-phase equipment below 5 tons that is installed in a residential application.

KEEP THIS WARRANTY FOR YOUR RECORDS



Agenda Item Report

Meeting Type: Council

Meeting Date: March 18, 2025

Item Title: Ordinance 799-25 CONCERNING COMMITTEES, COMMISSIONS, AND THE MANNER IN WHICH THE CITY COUNCIL CONDUCTS ITS BUSINESS

Submitted By: Matt Amundson, City Administrator

Detailed Description of Subject Matter:

The drafted ordinance eliminates the committee of the whole method of governance by repealing and recreating section 2-41. Now, all items go to a committee then to council. Matters concerning cable, public works, personnel and finance, and/or items that do not have a committee go to a Committee of the Whole that meets before the council meeting so all issues can be addressed in one meeting, without a two-week delay, unless it is intended by the council.

Section 2-48 provides that unless required by statute all committees will be created the same:

- 7 members, three-year terms.
- appointed by the Mayor in May subject to approval by the Council.
- One Council member on each committee that votes
- one member of city staff for each committee to act as secretary and be non-voting.

The Senior Center Advisory Board is now the Community Center Committee. Parks and Recreation is now the Recreation Committee. The Beautification Advisory Board is now the Public Spaces Committee and will include parks with downtown streetscape and other community beautification efforts.

No changes were made to Tourism, Joint Review Board or Ethics. The Cable, Investment and Street Light Committees were eliminated.

Moving forward it would be the expectation of all city committees for staff to develop memos and share support materials in meeting packets when agendas are posted.

List all Supporting Documentation Attached:

Draft Ordinance

Action Requested of Council:

Consider and take action on Ordinance 799-25

CITY OF COLUMBUS

ORDINANCE 799-25

AN ORDINANCE CONCERNING COMMITTEES, COMMISSIONS, AND THE MANNER IN WHICH THE CITY COUNCIL CONDUCTS ITS BUSINESS

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

1. Sec. 2-41. – Introduction of Business, is repealed in its entirety and recreated to now read as follows:

Sec. 2-41. – Introduction of Business.

- (a) Except as provided in (b) below, all matters, including without limitation, ordinances, resolutions and reports, shall first be reviewed by a City Commission or Committee prior to being placed on the City Council agenda for final action. The Mayor, Council President and City Administrator shall be responsible for referring the matter to the appropriate Committee including referrals as set forth in (b) below. Any Council member desiring to introduce a matter shall provide notice in writing, along with supporting documentation, to the Mayor, City Administrator and Council President for referral to the appropriate Committee.
 - (b) The Common Council, sitting as a Committee of the Whole, will hear all matters concerning public works, personnel, finance and other matters for which referral to a committee is not appropriate. The Committee of the Whole shall meet prior to a regularly scheduled Council meeting and the Committee of the Whole may refer matters to the Common Council to be addressed immediately following the Committee of the Whole meeting. The Council President shall act as the Chair of the Committee of the Whole. If the Council President is not available, the Mayor shall serve in that capacity.
 - (c) **Reintroduction Restricted Unless Otherwise Provided by City Ordinance.** No proposed ordinance or resolution having once been defeated may again be introduced in the same manner or substantially same manner until 30 days after the date when the ordinance or resolution was defeated.
2. Sec. 2-48(a) – Committees, is repealed in its entirety and recreated to now read as follows:

Sec. 2-48(a) – Committees.

- (a) The Council is authorized to create committees to assist in the governance of the City. Unless required by statute, or as otherwise set forth in this Code of Ordinances, each committee shall have 7 members, and each member shall be a resident of the City of Columbus. Each member shall be appointed by the Mayor, subject to confirmation by the Common Council and shall serve for a three-year term. Each committee shall have 1 council member as a voting

member. The Council member shall be appointed by the Mayor at the Council's first meeting in May each year to serve a one-year term. Each committee shall have a president and vice president which shall be elected by the members of the committee at its first meeting in May each year, or as soon thereafter as the committee may meet. Each committee shall have a member of City staff acting as a liaison to the committee and to further act as secretary of the committee. Four voting members present shall constitute a quorum for each committee session.

3. Sec. 2-49 – Financial Matters, is repealed and of no further legal effect.
4. Sec. 2-51. – Citizen's Right to Address Council, is repealed in its entirety and recreated to now read as follows:

Sec. 2-51. – Citizen's Right to Address Council.

- (a) Any person desiring to address the Common Council shall complete a sign-in sheet prior to the meeting being called to order by the presiding officer. The sign-in sheet shall identify the person's name, address and a brief explanation of the topic upon which they desire to speak. At the end of public comment, the presiding officer may verbally check with the audience to see if any other member of the public wishes to speak but did not have the opportunity to first sign in. The presiding officer shall announce the topic upon which each member of the public intends to speak before the person begins speaking. If the presiding officer determines that the comments are off-topic, abusive or otherwise out of line, the presiding officer may order the citizen to modify their comments, order the citizen to cease speaking, order the citizen to leave the Council chambers or take other such steps as may be necessary to ensure the efficient conduct of the Council's business.
- (b) If the Mayor, Council President or City Clerk receives written communication concerning a topic that is on the agenda for the upcoming meeting, the written communication shall be included in the packet of information distributed to the Council prior to the meeting. The written communication shall not be read into the record at the meeting of the Council. If written communication is received by the Mayor, Council President or City Clerk that is not concerning an item on the immediate agenda, the Mayor, Council President and City Clerk shall confer to determine if the written communication is a matter of general interest that should be shared with all members of the Council and if so, shall include the communication in the packet. "Items of general concern" shall include, but not be limited to, communications from the Wisconsin League of Municipalities or other government or civic entities or advertisements for upcoming events within the City. If a written communication is received after the packet has been distributed, it shall be included in the packet for the next meeting.
- (c) The presiding officer, in their sole discretion, may establish a time limit for persons speaking at public comment.

5. Sec. 2-261 through Sec. 2-265 – Police and Fire Commission, are repealed in their entirety and recreated to now read as follows:

Sec. 2-261. – Police and Fire Commission.

- (a) The Police and Fire Commission shall consist of 5 citizens of the area served by the Columbus Fire Department. Three Commissioners shall constitute a quorum and no more than 3 shall belong to the same political party. The Mayor annually between the last Monday of April and the first Monday of May appoint in writing one member for a term of five years. The Board shall keep a record of its proceedings.
- (b) The powers and duties of the Commission shall be those prescribed in Wis. Stats. §62.13(1) through (5) except any provision thereof which is not applicable to cities of the fourth class.
6. Sec. 2-286 through Sec. 2-287 – Parks and Recreation Advisory Board, are repealed in their entirety and recreated to now read as follows:

Sec. 2-286. – Recreation Committee.

- (a) The Recreation Committee is established for the purpose of providing community residents with a resource for communicating with their peers and elected representatives concerning City recreation programs. The Committee shall advise the Council and the Recreation Director in matters of particular concern and impact to residents in the City of Columbus concerning recreation programs.
7. Sec. 2-375 through Sec. 2-378 – Columbus Area Aquatic Center Advisory Board, are repealed in their entirety and recreated to now read as follows:

Sec. 2-287. – Columbus Area Aquatic Center Committee.

- (a) The construction of the Columbus Area Aquatic Center as a family friendly facility would not have been possible without the generosity of the citizens of the greater Columbus area. The creation of this Committee seeks to recognize the important role members of the greater Columbus community had in fundraising efforts by giving the community an additional avenue to stay involved with the operation of the aquatic center.
- (b) The Committee shall advise the manager of the aquatic center and City Council on matters important to the aquatic center from the perspective of the greater Columbus community. Such matters may include, but are not limited to, policies, rates, program ideas, fundraising ideas and the general needs of the community relative to the aquatic center.
8. Sec. 2-300 through Sec. 2-302 – Beautification Advisory Board, are repealed in their entirety and recreated to now read as follows:

Sec. 2-300. – Public Spaces Committee.

- (a) It is preferred that the members of the Public Spaces Committee have experience in the fields of art design, fund raising, community organization, landscaping and/or plant and tree management. In making appointments to this Committee, the Mayor should attempt to appoint business owners or employees of businesses located within the City, and representatives of local civic groups.
- (b) The Public Spaces Committee may advise on matters including, but not limited to, public art installations and locations, installation of banners and murals, design and installation of outdoor furniture and furnishings, holiday/seasonal lighting and other decorations around the City, landscaping and the planting of trees, shrubs, flowers and other plantings within the City limits on City owned properties, rights-of-way and other public spaces. The Committee may advise the Council in matters of particular concern and impact to residents in the City of Columbus concerning the park system.

9. Sec. 2-311 through Sec. 2-312 – Senior Citizen’s Advisory Board, are repealed in their entirety and recreated to now read as follows:

Sec. 2-311. – Community Center Committee.

- (a) The Community Center Committee is established for the purpose of providing community center participants with a resource for communicating with their elected representatives. The Committee shall advise the Council and the Community Center Manager in matters of particular concern and impact to managing facilities and activities at the community center.

10. Secs. 2-336 through 2-339 concerning the Investment Board are repealed.

11. Sec. 2-361 through Sec. 2-370 are repealed in their entirety and recreated to now read as follows:

Sec. 2-361. – Community Development Authority.

- (a) Wis. Stats. §66.1201
- (b) The findings and declarations made in Wis. Stats. §66.1201 are in all respects adopted, restated and incorporated herein. There exists a need for blight elimination, slum clearance, urban renewal and community development programs and projects and housing projects in the City; a housing and community development authority functioning within the City constitutes an effective and efficient means for preventing and eliminating slums and blighted areas and preventing the reoccurrence thereof and for the elimination of insanitary or unsafe inhabited dwelling accommodations, commercial buildings and to provide safe and sanitary dwelling accommodations, and the necessity for said authority is hereby declared as a matter of legislative determination.
- (c) The Community Development Authority is a separate body politic for the purpose of carrying out blight eliminations, slum clearance, urban renewal programs and projects and housing projects; which Authority shall be known as the Community Development Authority of the City of Columbus.

- (d) The Mayor shall with the confirmation of the Common Council, appoint 5 resident persons having sufficient ability and experience in the fields of urban renewal, community development and housing, as commissioners of the Community Development Authority. Each commission shall serve for a term of 5 years.
- (e) The Community Development Authority shall have all powers, duties and functions set forth in Section 66.1201, Stats. The Community Development Authority shall act as the agent of the City in planning and carrying out community development programs and activities approved by the Mayor and Common Council under the Federal Housing and Community Development Act of 1974. As to all community development programs and activities undertaken by the City under this Act, the Community Development Authority shall proceed under all applicable laws and ordinances not inconsistent with the laws of this state. The Community Development Authority shall adopt a set of Bylaws which shall, among other things, establish the general policy duties and provide for the appointment of the chair person and secretary. The initial Bylaws and subsequent amendments must also be approved by a majority vote of the Common Council.
- (f) Bonds issued by the Community Development Authority are declared pursuant to Wis. Stats. §66.1201 to be issued for an essential public and governmental purpose and to be public instrumentalities and, together with interest thereon and income thereof are exempt from taxes.

- 12. Sec. 26-01 establishing the Columbus Cable Commission, is repealed.
- 13. Secs. 86-241 through 86-242 concerning the Street Light Committee are hereby repealed.
- 14. **Severability.** If any portion of this Ordinance or its application on any person or circumstances is held invalid, the validity of this Ordinance as a whole or any other provision herein or its application shall not be affected.
- 15. **Effective Date.** This Ordinance shall take effect immediately upon its passage and posting as required by law.

Adopted this ___ day of _____, 2025.

CITY OF COLUMBUS

By: _____
Joseph Hammer, Mayor

By: _____
Susan L. Caine, Clerk



Agenda Item Report

Meeting Type: Committee of the Whole/Council

Meeting Date: March 18, 2025

Item Title: Discussion regarding janitorial needs of the City

Submitted By: Matt Amundson, City Administrator

Detailed Description of Subject Matter:

At the beginning of 2025 the City’s part-time janitor ended their employment with the City. Since that time, we have been utilizing DPW staff to cover a majority of janitorial duties over the past 2+ months. A group of City staff including representatives from the Police Department, Public Works, Utilities and other city departments worked on the scope for contracted janitorial services. The Utility Director feels that including their facilities similarly to how we are addressing other buildings will build consistency and allow for their staffing to focus on Utility related efforts. A request for quotes was issued to obtain an understanding of what contractual costs would be for this service. The low quote was \$73,788 which included 33 hours of weekly cleaning.

After reviewing the quotes, I wanted to discuss possible options with the Council that may be better for the City’s long-term needs. My recommendation is to authorize an additional DPW Maintenance II position that would be responsible for our janitorial needs. This would allow us to expand upon our janitorial services we are currently providing while adding an additional DPW staff member to work in snow removal and on larger projects. I’ve included a chart below showing how this change is budget neutral.

	Wages	OT Wages	SS/Med	Benefits	Total
DPW PT (2)	\$43,415.74	\$0.00	\$3,321.31	\$1,570.74	\$48,307.79
PT Janitorial {DPW}	\$15,712.72		\$1,202.26		\$16,914.98
PT Janitorial {Water Util}					\$7,528.50
Summer Seasonal (Util)					\$4,800.00
					\$77,551.27
Maintenance II {new}	\$55,359.62	\$2,594.98	\$4,433.53	\$15,667.95	\$78,056.08

List all Supporting Documentation Attached:

n/a

Action Requested of Council:

Consider and take action on authorizing an additional Maintenance II staff position for Public Works.