Connect With Reedsburg

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

COMMON COUNCIL AGENDA

MONDAY, FEBRUARY 25, 2019
REEDSBURG CITY HALL - COUNCIL CHAMBERS
7:00 P.M.

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE:

THE COUNCIL WILL RECEIVE INFORMATION ON NON-AGENDA TOPICS BROUGHT BEFORE THE COUNCIL BY MEMBERS OF THE PUBLIC. THE COUNCIL WILL NOT DISCUSS THESE TOPICS, AND WILL NOT TAKE ACTION ON ANY OF THEM AT THIS MEETING.

I. CONSENT AGENDA: (one motion to approve all consent items)

A. Approve minutes from the Common Council meeting held on February 11, 2019.

II. MAYOR PROCLAMATIONS, PRESENTATIONS, APPOINTMENTS:

A. Recognition that on February 15, 2019, the Wisconsin Historical Society has placed the Freda Meyers Nishan Memorial Chapel, 1000 Myrtle Street, on the State Register of Historical Places. The National Register of Historic Places is currently considering the Nishan Chapel for designation on the National Register, as well.
B. Appointment: Richie Strutz – Community Development Authority & Zoning Board of Appeals
C. Appointment: Darrin Frye – Ambulance Board – Citizen Member
D. Appointment: Todd Polk – Public Works Committee

III. RECOMMENDATIONS FROM BOARDS, COMMITTEES AND COMMISSIONS:

A. Plan Commission: Approve/Deny: Introduction, 1st reading and setting Public Hearing for March 25, 2019 for Ordinance 1883-19, establishing Zero Lot Line Zoning.
B. Plan Commission: Approve/Deny: Introduction, 1st reading and setting a Public Hearing for March 25, 2019 for Ordinance 1884-19, regulating the placement of cargo storage containers.
C. Parks Committee: Approve/Deny: Authorizing the Mayor and Clerk/Treasurer to sign a Professional Services Agreement with MSA Professional Services, Inc. for the proposed Reedsburg Outdoor Aquatic Study & Preliminary Splash Pad Design.
D. Public Works Committee: Approve/Deny: Authorizing staff to sign a contract with Town & Country Engineering, Inc. for an Inflow and Infiltration Evaluation.
E. Public Works Committee: Approve/Deny: Authorizing staff to sign a proposal from Staab Construction for installation of Flood Control Measures at the Waste Water Treatment Plant.
F. Public Works: Approve/Deny: Site location for the proposed relocation of the Public Works Shop to the area of S. Wengel Drive south of Zinga Drive parcel #276-2243-30000.
G. Public Works: Approve/Deny: Authorizing staff to accept bid from Parisi Construction for installation of traffic control signals at the intersection of Eighth Street and Viking Drive.

IV. GENERAL BUSINESS:

A. Approve/Deny – Authorize the Mayor and City Clerk to sign a Memorandum of Understanding with Huntington Park, LLC to prepare and execute a Development Agreement for the development of an apartment complex at Huntington Park Drive and Viking View Drive.

V. CITY ADMINISTRATOR REPORTS:

A. Monthly Report (see attached)

VI. COMMISSION, COMMITTEE, BOARD AND STAFF REPORTS: (2nd Meeting of the Month)

~~Ordinance Committee~~	Parks & Recreation	~~RIDC~~	Public Works
Utility Commission	Plan Commission	Historic Preservation	Library Board
Zoning Board	~~CDA~~		

Any other committees/commissions

VII. OFFICE OF THE MAYOR:

A. Upcoming Community Events

VIII. ADJOURN

Posted: February 22, 2019

The City of Reedsburg does not discriminate on the basis of disability in the admissions or access to, or treatment of or employment in, its programs or activities. Disability-related aids or services, including printed information in alternate formats, to enable persons with disabilities to participate in public meetings and programs are available by calling (608) 524-6404. To be able to meet the needs of a request for a different format contact the City Clerk-Treasurer at 134 S. Locust Street, Reedsburg, WI at least 48 hours prior to the commencement of the meeting so that any necessary arrangements can be made to accommodate each request.

City of Reedsburg Meeting of the Common Council
February 11, 2019

Present: Aldermen Dave Moon, Jason Schulte, Brandt Werner, Calvin Craker, Phil Peterson, Dave Knudsen, and Tom Seamonson.

Absent: Aldermen Mike Gargano and Craig Braunschweig

Others Present: Jacob Crosetto, Tim Becker, Brian Duvalle, Derek Horkan, Steve Zibell, Matt Scott, Sue Ann Kucher, Kurt Muchow, Citizens, Press.

Mayor Dave Estes called the regular session of the Common Council to order at 7:02 p.m. in the Common Council Chambers.

Approve Consent Agenda: consisting the minutes from the Council meeting held on January 28, 2019, January 2019 Bills, January 2019 Monthly Building Permit Report, and Temporary Class "B"/"Class B" Retailers License for Sacred Heart School/School Athletic Committee – Brat Feed – April 7, 2019 – 545 N. Oak St.

Motion: Craker, Second: Schulte to approve the consent agenda. Motion carried 7-0.

RECOMMENDATIONS FROM BOARDS, COMMITTEES AND COMMISSIONS:

A. Planning Commission: Approve/Deny - 2nd reading and hold Public Hearing for Ordinance 1882-19 for Rezoning Request from R-2 Residential to R-3 Residential at 1830 20th Street – Parcel #1928-53020.
    a. Public Comment:
        i. John Maas, Sarah Hilldebrand, and Adam Lindloff spoke in favor of the development.
        ii. Kristen Sporakowski introduced a petition to the Council with 26 signatures asking the Council to deny the proposal.
        iii. Kristen Sporakowski, John Pohlman, Matt Delcamp, Matt Gawronski, Roger Reimer, Becky Gawronski, and James Schultz all spoke in favor of denying the proposal.
    b. **Motion: Knudsen, Second: Peterson to approve Ordinance 1882-19 as presented. Motion failed 3-4 with Werner, Peterson, and Knudsen voting in the affirmative.**

B. Historical Preservation Commission: Approve/Deny - Authorizing the Mayor and City Clerk to sign a Memorandum of Transfer by Donation from Phyllis Miller to the City of Reedsburg.
    a. **Motion: Seamonson, Second: Knudsen to approve the authorization of the Mayor and City Clerk to sign the MOT. Motion carried 7-0.**

C. Finance Committee: Approve/Deny – Sewer Claim from Jeff Taylor for failed sewer lateral at 836 – 838 Clark Street.
    a. **Motion: Seamonson, Second: Werner to affirm CVMIC's recommendation to deny the claim. Motion carried 7-0.**

D. Finance Committee: Approve/Deny – Webb Fund request - Reedsburg Public Library - Children's Area Reconfiguration.
    a. **Motion: Werner, Second: Craker to approve the Webb Fund request as presented**

from the "City-side" of the fund with the stipulation that the labor should be from contractors within the City of Reedsburg. Motion carried 7-0.

GENERAL BUSINESS:

A. Approve/Deny – Appointment of fulltime City Administrator per terms and conditions established by the Common Council.
   a. **Motion: Seamonson, Second: Moon to appoint Tim Becker to the position of the full time City Administrator at wage of $55.00 per hour, $114,400.00 per annum at 50 hours per week, 2080 hours per year, retroactive to December 20, 2018 with an unused vacation hour payout of 240 hours and a sick leave payout of 240 hours. Motion carried 7-0.**

B. Approve/Deny – Clerk/Treasurer hourly rate increase and adding Finance Director to the title.
   a. **Motion: Craker, Second: Werner to amend the hourly rate of the City Clerk-Treasurer by adding $5.00 per hour and adding title of Finance Director, effective February 18, 2019. Motion carried 7-0.**

C. Approve/Deny – Authorizing the Police & Fire Commission to offer a salary of $92,687.74 for the Police Chief position.
   a. **Motion: Schulte, Second: Moon to authorize the Police & Fire Commission to offer the salary of $92,687.74 to the successor Police Chief. Motion carried 7-0.**

Motion to adjourn by Seamonson with a second from Werner. Motion carried 7-0.

Meeting adjourned at 8:23 p.m.

Respectfully submitted,

Jacob Crosetto
City Clerk-Treasurer

WISCONSIN HISTORICAL SOCIETY

Freda Meyers Nishan Memorial Chapel

1000 Myrtle Street

Reedsburg, Wisconsin

WAS LISTED ON THE
STATE REGISTER OF HISTORIC PLACES

ON

February 15, 2019

Jim Draeger
State Historic Preservation Officer

Committee Assignments, February 25, 2019:

Richard "Ritchie" Strutz: Ritchie is a life-long Reedsburg resident graduating from Reedsburg High School. Ritchie has a Bachelor's Degree in Business Management from UW Platteville and is currently the General Manager at the Reedsburg Culvers. Ritchie lives on Reinhardt Court on the City's north side. Ritchie has expressed an interest in serving on the Community Development Authority and the Zoning Board of Appeals.

Darrin Frye: My name is Darrin W. Frye and I am interested in being part of the ambulance board. I have spent the last 28 years living and working for the city of Reedsburg and the School District of Reedsburg. I was employed by the Reedsburg Police Department and in May of 2017 I retired from the department in good standing with the rank of Lieutenant. After retiring for the department I began my career as the Transportation Director and Safety Coordinator for the School District of Reedsburg and currently hold that position. I have spent the majority of my adult life working as a public servant or first responder and I have worked many years working with and around the ambulance service that serves the City Reedsburg and surrounding communities. I feel my work history and background would give me valuable insight as to what level of service and professionalism the ambulance service can and should provide the citizens of Reedsburg and surrounding communities.

Todd Polk: Todd is a hometown banker having grown up in the Reedsburg area on a dairy farm. He obtained his undergraduate and graduate degrees from UW Lacrosse in the early 1990's. Todd settled in Reedsburg soon after with his family working for 12 years as an Operations Manager for a local home health care provider. He began his banking career 13 years ago in Reedsburg as a commercial lender and has been with his current employer Community First Bank since 2012. He is now a Senior Business Banker VP and the Market Manager for Reedsburg and surrounding communities. He spent many years coaching youth basketball and soccer and coached JV girls basketball for 7 years. He is also a member of the Reedsburg Lions. He and his wife are empty nesters who now enjoy running and other outdoor activities and visiting their adult children.

Citizen Participation Packet/Application

Dear Mayor and Members of the City Council, Date: 2/21/19
I am a City of Reedsburg resident and interested in serving on the following boards, commissions or committees.

Please place a "X" in the box for the committees for which you are interested:

Committees	X
Airport Commission – manages the Reedsburg Airport	
Board of Review – considers appeals of property assessments	
Board of Zoning Appeals – considers hardship variances to the Zoning and Building Codes	X
City Plan Commission – plans and manages the growth and development of the City and extraterritorial areas	
Community Development Authority – economic development body of the City, works on redevelopment of properties for economic development	X
Ethics Committee – advise employees and elected officials about application of the ethics code	
Finance Committee – review bills, set financial policies	
Historic Preservation Committee – advise the Mayor and City Council regarding historic properties	
Industrial Development Commission – direct development of Reedsburg's Industrial areas	
Library Board – manage the library	
Ordinance Committee – advise the Mayor and City Council about new laws and review applications for various licenses	
Parks and Recreation Committee – advise on the operation of park, recreation and forestry programs	
Personnel Committee – set personnel policies, participate in labor negotiations	
Police and Fire Commission – civil service body for the Police and Fire Departments	
Public Safety Committee – advises the Mayor and Common Council on matters regarding the Police, Fire, Ambulance and Emergency Management Departments	
Public Works – advise the Mayor and City Council about streets, sidewalks, wastewater treatment plant and other facilities	
Reedsburg Arts Committee – art policy development	
Room Tax Commission – manage the room tax funds for tourism promotion and development	
Utility Commission – manages the water, electrical & telecommunications utility	

Name: RICHARD "RITCHIE" STRUTZ **Telephone:** (608) 495-0645

Address: 2224 - Reinhardt, **Reedsburg, WI 53959** **Email:** r.strutz.90@gmail.com

Qualifications/Special Interest: GM @ Culvers - Reedsburg

Return this application to: **Mayor's Office**
City of Reedsburg
134 S. Locust St., PO BOX 490
Reedsburg, WI 53959-0490

For more information call City Hall 608-524-6404 or email us at cityhall@ci.reedsburg.wi.us

Citizen Participation Packet/Application

Dear Mayor and Members of the City Council, Date: 2/21/19
I am a City of Reedsburg resident and interested in serving on the following boards, commissions or committees.

Please place a "X" in the box for the committees for which you are interested:

Committees	X
Airport Commission – manages the Reedsburg Airport	
Board of Review – considers appeals of property assessments	
Board of Zoning Appeals – considers hardship variances to the Zoning and Building Codes	
City Plan Commission – plans and manages the growth and development of the City and extraterritorial areas	
Community Development Authority – economic development body of the City, works on redevelopment of properties for economic development	
Ethics Committee – advise employees and elected officials about application of the ethics code	
Finance Committee – review bills, set financial policies	
Historic Preservation Committee – advise the Mayor and City Council regarding historic properties	
Industrial Development Commission – direct development of Reedsburg's Industrial areas	
Library Board – manage the library	
Ordinance Committee – advise the Mayor and City Council about new laws and review applications for various licenses	
Parks and Recreation Committee – advise on the operation of park, recreation and forestry programs	
Personnel Committee – set personnel policies, participate in labor negotiations	
Police and Fire Commission – civil service body for the Police and Fire Departments	
Public Safety Committee – advises the Mayor and Common Council on matters regarding the Police, Fire, Ambulance and Emergency Management Departments	
Public Works – advise the Mayor and City Council about streets, sidewalks, wastewater treatment plant and other facilities	
Reedsburg Arts Committee – art policy development	
Room Tax Commission – manage the room tax funds for tourism promotion and development	
Utility Commission – manages the water, electrical & telecommunications utility	

Ambulance Board X

Name: Darrin Frye Telephone: (608)347 5035

Address: 120 - Birch, Reedsburg, WI 53959 Email: dfrye@rsd.k12.wi.us

Qualifications/Special Interest: Retired PD Lieutenant, current Safety Director @ School District

Return this application to: **Mayor's Office**
City of Reedsburg
134 S. Locust St., PO BOX 490
Reedsburg, WI 53959-0490

For more information call City Hall 608-524-6404 or email us at cityhall@ci.reedsburg.wi.us

Citizen Participation Packet/Application

Dear Mayor and Members of the City Council, Date: 2/2/19
I am a City of Reedsburg resident and interested in serving on the following boards, commissions or committees.

Please place a "X" in the box for the committees for which you are interested:

Committees	X
Airport Commission – manages the Reedsburg Airport	
Board of Review – considers appeals of property assessments	
Board of Zoning Appeals – considers hardship variances to the Zoning and Building Codes	
City Plan Commission – plans and manages the growth and development of the City and extraterritorial areas	
Community Development Authority – economic development body of the City, works on redevelopment of properties for economic development	
Ethics Committee – advise employees and elected officials about application of the ethics code	
Finance Committee – review bills, set financial policies	
Historic Preservation Committee – advise the Mayor and City Council regarding historic properties	
Industrial Development Commission – direct development of Reedsburg's Industrial areas	
Library Board – manage the library	
Ordinance Committee – advise the Mayor and City Council about new laws and review applications for various licenses	
Parks and Recreation Committee – advise on the operation of park, recreation and forestry programs	
Personnel Committee – set personnel policies, participate in labor negotiations	
Police and Fire Commission – civil service body for the Police and Fire Departments	
Public Safety Committee – advises the Mayor and Common Council on matters regarding the Police, Fire, Ambulance and Emergency Management Departments	
Public Works – advise the Mayor and City Council about streets, sidewalks, wastewater treatment plant and other facilities	
Reedsburg Arts Committee – art policy development	
Room Tax Commission – manage the room tax funds for tourism promotion and development	
Utility Commission – manages the water, electrical & telecommunications utility	

Name: Todd Polk **Telephone:** (608)495-6169

Address: 1530 Huntington Park Dr., **Reedsburg, WI 53959** **Email:** toddpolk@cfbank.com

Qualifications/Special Interest: _____

Return this application to:
Mayor's Office
City of Reedsburg
134 S. Locust St., PO BOX 490
Reedsburg, WI 53959-0490

For more information call City Hall 608-524-6404 or email us at cityhall@ci.reedsburg.wi.us

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

STAFF REPORT **AGENDA ITEM:** III-A

To: City Council
By: Brian Duvalle, Planning/Building
Date of Meeting: February 25, 2019

Subject: Ordinance 1883-19 – Zero Lot Line Zoning; 1st Reading

BACKGROUND AND REQUEST
Currently the Reedsburg zoning ordinance does not permit zero lot line zoning. Zero lot line refers to building walls of attached housing to be located directly on a lot line rather than being set back from it for a certain distance (e.g. 10', 25' etc). The only way to have individual ownership of attached housing now is with a condominium.

However there is now a need for more housing and especially affordable housing. One way to increase these is to offer zero lot line zoning.

- The cost of half a duplex is less than a comparable single-family detached dwelling.
- Zero lot line allows owner occupied housing of duplexes and row houses without the higher expense of setting up legal condominium documents.
- It is easier to receive financing as compared to a condominium which is more difficult to obtain from lenders.

This type of zoning is proposed as a permitted use in the Residential zones. But an applicant would still need Plan Commission approval to divide the lot and review the common wall agreement.

FINANCIAL IMPACT
NA

STAFF RECOMMENDATION
The Plan Commission recommends approval.

ACTION:
If the Mayor and City Council are ready, the following action may be made:

Motion to approve/deny – 1st Reading of Ordinance 1883-19 & set public hearing for 3/25/19.

Attachment(s): Ord 1883-19

ORDINANCE NO. 1883-19
(Zero Lot Line)

The City of Reedsburg, Sauk County, Wisconsin, does hereby ordain as follows:

SECTION 1: PURPOSE.

The purpose of this ordinance is to add standards for zero lot line building development, where certain building walls would be located directly on the side lot line.

SECTION II: PROVISION ADDED.

City of Reedsburg Code Section 17.13(11) is hereby created by this Ordinance.

(11) Zero Lot Line Zoning

(A) Zero Lot Line. A unit placed in such a way on a lot that one exterior wall is on a property line.

(B) Zero Lot Line Construction. A development approach in which a building is sited on one or more lot lines ~~with no side yard area, except beyond the outer ends of the building~~.

1. Two-family (duplex) construction is permitted in R-1 and R-2 zoning Districts following site plan and certified survey map or plat approval by the Plan Commission.
2. Row housing (aka townhouse, townhome) is three or more dwellings connected by individual or common sidewalls and forming a continuous group. Row housing is permitted in R-2 and R-3 zoning Districts following site plan and certified survey map or plat approval by the Plan Commission.

(C) The standards of Section 12.12 Schedule 1shall apply**. In addition the following standards shall apply and may supersede any that conflict with 12.12.**

1. Lot width at minimum building setback line: The aggregate widths of both lots that a duplex occupies shall total not less than 80 feet. No single lot width shall be less than 40 feet. Minimum lot width for row housing is 24'.
2. Lot area (each unit): Minimum 5,000 square feet for duplexes; minimum 2,000 square feet for row housing.
3. Principal Building Setback—Side Yard: Zero feet on side yard(s) that includes the common wall(s) of the structure; **the opposite side yard shall be the same as for other residences in the zoning district**.
4. Each new unit shall have a separate water lateral connection, meter and curb stop. Existing non-conforming units shall comply if water or other utility service is altered in the future. The size, type, and installation of water, sewer, electric and telecommunication services shall be in accordance with plans and specifications approved by the Reedsburg Utility Commission and Public Works Dept.
5. The common wall between the units shall meet the requirements of the current Wisconsin building code and shall extend from the basement floor to the top of the roof. Compliance with such standard shall be confirmed in writing before the building permit shall be issued.
6. The developer shall provide with the application a draft agreement or covenant specifying:
    a. Maintenance standards for the common wall.
    b. Maintenance standards for any common lateral, utility service and any other common features.
    c. Restrictions against construction of detached single family residences on any of the affected lots in the event either or all sides of the zero lot line construction dwelling are destroyed.
    d. Such agreement shall provide that it may not be terminated, amended or otherwise altered without the approval of the Plan Commission.
    e. Such agreement shall be subject to Plan Commission approval, and then recorded by the developer against all affected properties and continually maintained by the property owners before the building permit will be issued and the site plan approval takes effect.
    f. When attached dwelling units are created, matters of mutual concern to the adjacent property owners, due to construction, catastrophe, and maintenance, shall be guarded against by private covenants and deed restrictions and the approving authorities shall not be held responsible for the same.
7. Fees are based on the City's site plan, CSM and plat reviews plus any additional review costs incurred by the City for associated engineering, legal and administrative expenses.

SECTION III: VALIDITY.

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION IV: CONFLICTING PROVISIONS REPEALED.

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION V: EFFECTIVE DATE.

This ordinance shall be in force from and after its introduction and publication as provided by statute.

SECTION VI: PART OF CODE:

This Ordinance becomes part of the City of Reedsburg Code, Chapter 17.

Dated this 25th day of March 2019.

David G. Estes, Mayor	Jacob Crosetto, Clerk/Treasurer

1st Reading at Council:	February 25, 2019
Public Hearing Noticed:	March 7, 2019 & March 14, 2019
2nd Reading at Council/Public Hearing:	March 25, 2019
Published, Enactment Date:	April 4, 2019

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

STAFF REPORT

AGENDA ITEM: III-B

To: City Council
By: Brian Duvalle, Planning/Building
Date of Meeting: February 25, 2019

Subject: Ordinance 1884-19 – Cargo Storage Containers; 1st Reading

BACKGROUND AND REQUEST

I received a request from a business owner about placing a cargo storage container on his property for use as storage. Since such structures are not listed in the ordinance, and his property is adjacent to a residential area, I brought the matter to the Plan Commission.

After several meetings of discussion, it is recommended by the Plan Commission to allow the containers as a temporary use only, such as for moving and construction projects. They do now want to see them used in lieu of a permanent storage building. Similar dumpster language was added for their placement on the street.

FINANCIAL IMPACT

NA

STAFF RECOMMENDATION

The Plan Commission recommends approval.

ACTION:

If the Mayor and City Council are ready, the following action may be made:

Motion to approve/deny – 1st Reading of Ordinance 1884-19 & set public hearing for 3/25/19.

Attachment(s): Ord 1884-19

ORDINANCE NO. 1884-19
(Cargo Storage Containers)

The City of Reedsburg, Sauk County, Wisconsin, does hereby ordain as follows:

SECTION 1: PURPOSE.

The purpose of this ordinance is to add standards for the temporary use of former cargo storage containers.

SECTION II: PROVISION ADDED.

City of Reedsburg Code Section 17.04(1)(I) is hereby created by this Ordinance.

17.04(1) Accessory Building Or Use. An accessory building or use is one which:

(I) Storage Containers. Storage containers, such as those used to ship cargo, are permitted for temporary uses up to six months in a calendar year or associated with construction/remodeling projects. Containers on the street shall have reflective tape or paint of at least 36 square inches in an area on each side of each corner of the container. Containers shall not be left on the street within 15 feet of an intersection or within 4 feet of a driveway. Containers shall not be left on the street for more than 30 consecutive days.

SECTION III: VALIDITY.

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION IV: CONFLICTING PROVISIONS REPEALED.

All ordinances in conflict with any provisions of this ordinance are hereby repealed.

SECTION V: EFFECTIVE DATE.

This ordinance shall be in force from and after its introduction and publication as provided by statute.

SECTION VI: PART OF CODE:

This Ordinance becomes part of the City of Reedsburg Code, Chapter 17.

Dated this 25th day of March 2019.

David G. Estes, Mayor

Jacob Crosetto, Clerk/Treasurer

1st Reading at Council:	February 25, 2019
Public Hearing Noticed:	March 7, 2019 & March 14, 2019
2nd Reading at Council/Public Hearing:	March 25, 2019
Published, Enactment Date:	April 4, 2019

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

STAFF REPORT **AGENDA ITEM:** III-C

To: Mayor, Common Council
Prepared By: Matt Scott, Parks and Recreation Director
Through: Timothy M. Becker, City Administrator
Meeting Date: February 20, 2019
Subject: **Reedsburg Outdoor Aquatic Study & Preliminary Splashpad Design Professional Services Agreement Approval**

BACKGROUND AND REQUEST

The Common Council is requested to review the professional services agreement proposal for Reedsburg Outdoor Aquatic Study & Preliminary Splashpad Design from MSA.

ANALYSIS

The services being proposed are two pronged. First, we would like to do an assessment of the Reedsburg Municipal Pool which was built in 1955 and was renovated in 2008. The recommendation after the renovation was that the pool would last another 20 years with the improvements. We are now just past that 20 year threshold. The assessment will tell us if we can get by with additional improvements where needed and for how long or will a new pool and bath house need to be considered in the near future. The 2nd half of the request is for Splashpad design work. There is a community based effort to raise money for a splash pad to be built somewhere in Reedsburg. The two services are somewhat related because we will get a better idea as to where we should build the Splashpad depending on the aquatics study findings.

STAFF RECOMMENDATION

Authorize the Mayor and City Clerk-Treasurer to sign agreement with MSA Professional Services Inc.

FINANCIAL IMPACT

$25,000 which was budgeted in the Capital Projects Fund (75-552400-03)

ATTACHMENT

Contract/Agreement attached.

Professional Services Agreement

This AGREEMENT (Agreement) is made today January 31, 2018 by and between CITY OF REEDSBURG (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Reedsburg Outdoor Aquatic Study & Preliminary Splashpad Design

Project Description:

The City of Reedsburg is interested in a facility assessment of its existing municipal pool located in Herbert H. Webb Park located at 425 N. Webb Avenue in Reedsburg, Wisconsin. The goal is to consider the long-term viability of continued use and general options for expansion or replacement. This consideration will be based on the facility condition, its expected life and its functional usefulness to best serve the City and pool patrons. A general physical and functional needs assessment is desired along with the development of the various scenarios to address these needs and posture the facility for long-term success. The scope of consideration shall include the aquatics, building and grounds.

There is a related but independent project to be simultaneously studied. The City of Reedsburg would like to consider the addition a new splashpad east of the existing Reedsburg Municipal Pool in Herbert H. Webb Park. The exact scale and nature of the splashpad is to be determined as part of the study and preliminary design development. The City is looking for assistance in coordinating and planning the splashpad and developing a conceptual plan. The splashpad will be planned to be sized for the park and community area and the specific type of water system is flow-thru. The project may include surrounding amenities such as: adjacent shade structure(s), trash receptacles, drinking fountain, landscaping, location of splashpad equipment, and associated benches to the splashpad. Splashpad support buildings are not expected at this point. If needed they may be developed as an additional service.

The two efforts described above will start simultaneously, the splashpad design will promptly proceed thereafter but the field review of the existing municipal pool facility will not take place until warm weather and draining of the pool (approximately May 2019).

Scope of Services:

<u>MUNICIPAL POOL ASSESSMENT STUDY</u>

1. Meeting and facility review.
    a. Arrange facility kick-off meeting with City Staff and/or associated facility personnel.
    b. Review the existing functional aquatics operations.

c. Review trends and possible enhancements to the facilities. This includes potential goals for replacement with an all new facility.
d. Field review of the general existing physical conditions of the aquatics, building and grounds.

2. Document current and/or expected long-term physical condition deficiencies and projected maintenance needs:
   a. Summary of observed general deficiencies.
   b. Consider the potential conceptual corrective measures to address deficiencies.
3. Document and consider current and/or future functional needs and amenities.
   a. Summarize current and/or future functional needs on a facility by facility basis.
   b. Identify general big picture strategies to address needs.
      i. Efforts could include alteration, expansion or build new options.
      ii. Identify ballpark costs.
      iii. Identify estimated costs for repair and/or improvement efforts.
4. Develop general scenario narratives to address needs and estimated budgets. The three scenarios may be as follows:
   a. Status Quo – Invest in maintenance and make necessary improvements to the current facility. (This may be a more challenging scenario.)
   b. Expansion and Renovate – Leave some portions of the facility; renovate, replace and expand other portions as needed.
   c. All New – Construct a replacement facility at the same site.
5. Progress review meeting.
   a. Review initial findings with staff and/or committee.
   b. Update the deficiency summary, facility needs and proposed long-term strategies based on City feedback.
6. Compile facilities assessment and strategic plan.
   a. Compile a final summarizing report of findings.
   b. Submit to the City for final review.
   c. Based on City review comments, make minor changes.
   d. Provide an electronic (PDF) copy of the report and three hard copies to the City.
7. Public presentation of findings to the Park and Recreation Committee or City Council, simultaneously with Splashpad.

<u>SPLASHPAD PRELIMINARY DESIGN</u>

1. Kick-Off Meeting
   a. Simultaneous to the assessment kick off meeting with City Staff and/or associated facility personnel.
   b. Review the City's project goals.
   c. Review splash trends and vendor options.
   d. Field review of the proposed site.
2. Develop a project program/summary and target budget for City review and feedback.
3. Optional Site Survey (if Directed by the City).
   a. Define the extent of the proposed project site.
   b. Prepare an architectural topographic site survey.

4. During the process of developing the splashpad, MSA will assist with the initial coordination, review and vetting of vendors and their products. Once the vendor is selected, MSA will work with the vendor to develop preliminary layouts for the splashpad. All final splashpad component construction documents will be developed by the vendor that pertain directly to the splashpad and features after the completion of this plan and this work is not included in this scope.
5. Conceptual site/pad options.
    a. Based on an approved program/summary and site survey develop two (2) conceptual site options.
    b. Review with the City to select one or combination thereof.
6. Preliminary design.
    a. Develop a final conceptual site and splashpad conceptual design.
    b. Develop an estimate of project costs.
    c. Meet to review and make revisions as needed.
7. Compile preliminary design documents.
    a. Global project budget.
    b. Project implementation schedule.
    c. Colored site plan.
    d. Splash pad perspective renderings (from selected vendor).
8. Public presentation of findings to the Park and Recreation Commission or City Council, simultaneously with pool assessment.

Additional Services not included at this time:

1. Drawing development for the municipal pool.
2. Building design associated with splashpad.
3. Detailed site, aquatics and building design for the municipal pool.
4. Splashpad design development, construction documents, bidding and construction administration.
5. Geotechnical study and considerations.
6. Additional public, stakeholder and City meetings.
7. Professional fundraising.
8. Site survey.

The schedule to perform the work is:

Approximate Start Date: After City Approval
Approximate Completion Dates:
Splashpad Design: 12 weeks
Outdoor Aquatics Study: Spring 2018
(Assessment to take place when pool is drained)

The lump sum fee for the work is:

Base Services	$25,000
Optional Site Survey	$3,000 (if formally directed by the City)

Note: This is a lump sum fee includes all expected expenses and travel.

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits

referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF REEDSBURG

_____

David G. Estes, Mayor

Date:_____

Attest: City/Township/Village Clerk

_____

Jacob Crosetto, City Clerk-Treaseurer
Date:_____

MSA PROFESSIONAL SERVICES, INC.

_____

Allen J. Szymanski, AIA, P.E.
Architect/Engineer

Date: 1.31.19

134 S. Locust Street – PO Box 490
Reedsburg, WI 53959
Phone: 608-524-8458

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

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

STAFF REPORT **AGENDA ITEM:** III-D

To: Common Council
Prepared By: Steven Zibell, Public Works
Date of Meeting: February 25, 2019

Subject: Inflow and Infiltration Evaluation Contract

BACKGROUND AND REQUEST

We would like to do some investigation on our increased flows in our collection system. As you can see by the attached graph our flows have increased considerably since 2015. Our last inflow study was done back in 2003 before the last major plant upgrade in 2006.

This study would try to isolate the location of our inflow and determine the cause and also determine what can be done to control the infiltration.

This project wasn't budgeted but we can use our cash on hand to cover this cost.

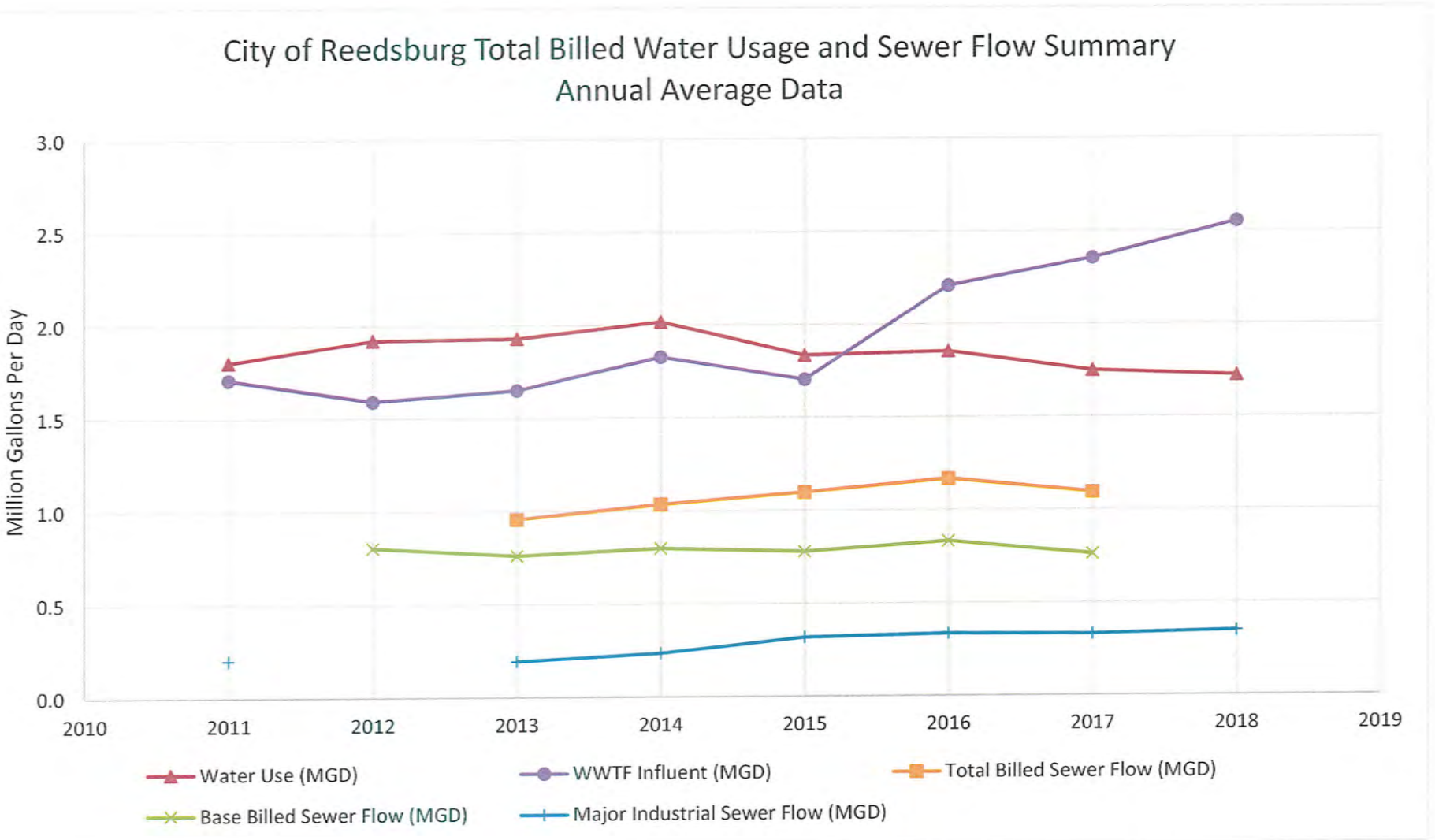
Estimated project cost $37,000

STAFF RECOMMENDATION

This was discussed at our last Public Works meeting and we decided this is worth the effort. Staff also feels this is a good project and wwtp staff will be involved with monitoring.

This project wasn't budgeted but we can use our cash on hand to cover this cost.

Attachment:
Graph
Contract
Audit sheet.


City of Reedsburg Total Billed Water Usage and Sewer Flow Summary
Annual Average Data
Million Gallons Per Day
3.0
2.5
2.0
1.5
1.0
0.5
0.0
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
Water Use (MGD)
WWTF Influent (MGD)
Total Billed Sewer Flow (MGD)
Base Billed Sewer Flow (MGD)
Major Industrial Sewer Flow (MGD)

ATTACHMENT A
MEMORANDUM

Date: January 29, 2019

To: Steve Zibell, Director of Public Works – City of Reedsburg

From: Amy Bares – Town and Country Engineering

Subject: Scope of Services – Collection System Inflow and Infiltration Evaluation

The City of Reedsburg's wastewater treatment facility has been experiencing the following major issues over the past couple of years:

1. During flooding conditions the treatment facility is susceptible to internal plant flooding due to the higher river flood levels than originally designed for the plant.
2. The sewer collection system has been subject to flooding and surcharging when the river level reaches a certain flood stage.
3. The plant has been experiencing high organic loadings (BOD and phosphorus) which are exceeding the plant design capacity.
4. The plant flow has increased substantially since 2015, from a typical average of 1.5 to 1.7 MGD in 2010 to 2015; to 2.4 to 2.6 MGD from 2015 to present. The plant design is 2.6 MGD.

Item No. 1 is being handled with flood proofing improvements that the City is planning to undertake this spring. These changes will provide additional reliability during flooding conditions. A proposal has been provided by Staab Construction to make these changes and coordination will be performed by Town & Country Engineering on an hourly basis.

Item No. 2, sewer collection system flooding, will be assessed by conducting a manhole survey and manhole inspection in areas where manholes are under water during flood conditions. The survey will specifically address manholes in the 2018 flood area. This will be completed this spring by one inspector from Town & Country Engineering, with assistance from City staff. The manhole survey will attempt to correlate such things as river levels to the collection system flooding and identify repairs and modifications that are needed for the manholes. Another component of this study is to inspect potential sources during flooding events such as the existing public works building and other structures that water could possibly enter. These tasks will be performed on an hourly basis.

Items No. 3 is a more complex issue and several work tasks have already been completed to address both flow and organic loadings. First, site inspections on the measuring and sampling facilities have been performed at each major industry. These efforts have identified one potential source where possible organic loadings are not being measured and sampled properly. The flow metering and sampling system at one of the industries is being worked on to provide a more accurate monitoring system. Until the new system gets installed, the real impacts and loads from this industry are unknown. Second, the City has initiated a phosphorus surcharge as part of the user rate system which encourages each industry to control their discharges. This has already shown some positive results. Third, we have completed partial collection system flow monitoring at key points in the collection system and an evaluation of the water sales from the water utility. These two tasks have not shown any substantial sources or locations where the additional flows and loads maybe contributed or significant sources of flow that could result in the higher flows that the City has been experiencing. This work task is highly

variable and will continue to be performed on an hourly basis. A more detailed evaluation called an Infiltration/Inflow (I/I) study is warranted, as described in the following section.

Item No. 4, the increased flows at the plant, can be investigated with an I/I study. An I/I study is a more complex study of the entire collection system to determine where the additional wastewater or clear water flow is coming from. The following is a description of what the study is and the scope required to complete the study.

The City of Reedsburg's sanitary sewer collection system is made up of approximately 53 miles of between 8" and 36" diameter pipe and 1137 manholes. In addition to the publicly owned sewer infrastructure there are many miles of private laterals, typically 4" and 6" diameter pipes, feeding into the sanitary sewer. As these sewers age and deteriorate, clear water can begin to infiltrate into the pipes, taking up needed capacity for both the sewers as well as the WWTP.

Infiltration is considered a more constant flow of clear water into the system, such as cracked pipes, leaking pipe joints, laterals, manholes, etc., and results in long term increases in flow when wet weather occurs. Infiltration is influenced by ground water and sometimes storm events, usually more expensive to remove and has a bigger impact on the plant capacity.

Inflow is considered clear water entering the sanitary sewer system via direct connections, which may include roof drains, open pick-hole manholes; connections with storm drains, home drain tiles, etc., and typically cause rapid and short lived increases in flow through the system.

The recent plant data evaluation on the wastewater flows to the WWTP has found that the plant flows have increased substantially since 2015. As mentioned above, this flow increase is in the range of 500,000 to 800,000 gallons per day (gpd) since 2015. This flow increase appears not be related to additional industrial flow or related to increased water usage in the City of Reedsburg, so the next most likely contributor is infiltration. Although flows do increase during rainfall events it appears to be within reason. These conditions have spurned the need for a comprehensive I/I study.

The wastewater treatment plant design capacity is rated at 2.6 MGD and the present flow rate is near that capacity. There have been discussions of completing a facilities plan in the near future starting this year. The facilities plan evaluates treatment plant capacity, projects future 20 year flows and organic loadings, develops alternates that can meet the future needs of the City, and evaluates the costs and user rate impacts. The future plant capacity has two significant parameters that affect the plant sizing, flow and organic loading. The flow component is made up of industrial flow demands, city demand (residential, commercial, and industrial water use) and a clear water component. These must ail be determined to accurately determine the needed capacity. The I/I study is one component of a facilities plan that will aid in developing these design flows, and will hopefully find areas where improvements could be made that would reduce clear water flows. For reference, this is similar to the approach was used in 2002 and 2003 when an I/I study was completed with a subsequent a facilities plan.

The 2003 I/I study identified many possible sources of I/I including many inflow sources and significant infiltration sources in the interceptor across the wetland in Webb Street area. This resulted in the new Webb Street lift station and new sewers across the wetland to James Street, which eliminated the James Street lift station. The city completed many of the recommended improvements, which have resulted in reduced clear water flows but also minimized house backups in the James Street area.

The I/I study is proposed to be accomplished in phases, with recommendations from the first phase guiding actions taken in a follow-up phase. The scope of these phases will include:

Phase 1 – Flow Monitoring and Data Evaluation

The first phase of the I/I study will work to identify areas of high I/I contributions through flow monitoring in select areas of the City. This work will include:

- Mapping/Staff Review: A kickoff meeting will be held with City staff to discuss known areas of high I/I and desired areas of investigations and to lay out a detailed approach to subsequent flow monitoring efforts. Prior to the kick off meeting a review of the old I/I study will be performed and discussed at the meeting to determine what still might be potential clear water sources. The meeting will include a review of data gathered by the City and Town and Country thus far, and a review of mapping comments included in the GIS system. This review would be used to identify sewer-sheds that will be used to prioritize areas for flow monitoring.

- Preliminary Flow Monitoring Visit: After the preliminary kickoff meeting a site visit will be performed during the day to visit each of the identified sewer-sheds and investigate manholes within each of these sewer-sheds. This will be a "Big Picture" field review of the collection system to identify exact manholes in which flow monitoring will be performed and how access can be achieved. During this visit a flow meter will be brought along to identify sewer flows in the manholes. For this task, the City would ideally provide two people to complement our staff.

- Existing data evaluation: This part will be an extension on what has already been done. Plant data and lift station data will be analyzed over limited time periods, such as data from mid-night to 6 am and during weekends with the intent of quantifying the amount of water that is present during both wet and dry periods. This data will be used in the initial monitoring events to look for correlations.

- Nighttime Flow Monitoring: Flow monitoring between 11:00 PM and 6:00 AM provides a good picture of I/I flow contributions as measurements are generally assumed to have little or no sewage contributions. Nighttime flow monitoring allows a large study area to be assessed, with many manholes investigated per night to establish base flow and then focus subsequent monitoring events on the areas with the highest flows. Nighttime flow monitoring is best performed during significant wet weather conditions and high ground water but because we are seeing this flow throughout the year this will be performed this spring and possibly next fall when flow conditions are high. The budget estimate assumes five nighttime flow monitoring events during proper conditions. At least one event might be during dry weather conditions to establish better base line conditions. Depending on what is decided at the kick off meeting, some of these monitoring events might have to be done on the weekend to limit the industrial impacts. Based on the initial findings of the first couple of monitoring events, the approach on which collection system areas to monitor will change and possibly some longer term monitoring might be recommended. For this task, the City would again provide two people to complement our staff for working between 11:00 p.m. and 6:00 a.m

- The data collected in these monitoring events will be broken down and analyzed along with the lift station data during these time periods. The evaluation will also compare other items such as river stage levels, possibly groundwater levels if available, results manhole inspections, and possibly other related items that may show up in the study.

- Summary and Recommendations: A summary memo will be prepared to provide an update on the I/I study after completion of the flow monitoring. This will also include a more detailed list of recommended follow-up actions and cost estimates if appropriate to be performed.

The estimated cost for the above scope is in range of $29,000 to $36,500, to be completed on an hourly basis.

Phase 2 - Follow-Up Investigations

Following the first phase of investigations, recommendations will be prepared for additional investigations. These could include the following items:

- Long Term Flow Monitoring: Long term flow monitoring refers to fixed installations of flow meters within the collection system. The duration of the installation can vary from a couple days to months, depending upon the application. Based upon the results of the kickoff meeting, preliminary flow monitoring visit, and nighttime flow monitoring events, areas will be identified that would benefit from long-term review of flows. Ideally this would coincide with some sort of wet weather event, though it is also valuable for identifying base I/I contributions through the system. The budget estimate assumes multiple long term meters will be installed at two locations and 20 meter-weeks (# of installed meters x installed weeks). For this task we ask that at least one City staff to be present to aid in access and installation of flow meters in manholes. This task will depend on the previous findings and input from the City. **A budgetary estimate for long term monitoring is $6,700 assuming 20 meter-weeks (# of installed meters x installed weeks) of monitoring with long term meters installed at two or more locations.**
- Smoke Testing: Smoke testing is used to find direct connections to the sanitary sewer that may include roof drains, storm drains, broken clean-outs, etc. Smoke testing involves setting non-toxic smoke flares in the collection system and setting a high capacity gas powered fan over a manhole to force the smoke into the piping system. People then inspect the surrounding blocks to identify areas where smoke is exiting the system. Smoke testing is best performed during dry weather. This follow-up investigation is typically best suited in areas where high inflow is suspected and often includes downtown areas, older neighborhoods, and mobile home parks. **A budgetary estimate for smoke testing is $6,500, assuming two smoke testing events.** Several City staff would be required for this activity to complete the smoke surveys of the surrounding areas. This was done in the 2002 and 2003 study and some of those areas may need follow up. We can also train the City to do the smoke test and provide the equipment to the city do that staff can perform the smoke testing which would reduce the costs.
- Dye Testing: Dye testing can be used to identify sources of inflow or in conjunction with storm sewer flooding to identify infiltration to the sanitary systems. This may be recommended dependent upon the findings of the flow monitoring and would be billed on an hourly basis depending upon the scope.

- Televising: Televising will be recommended for specific lines depending upon the findings of the flow metering. Televising is recommended to identify the sources of I/I; such as cracked pipes, leaking laterals, sump pumps (dependent on timing) and will provide a better idea of the corrective actions required. Televising will be completed by a contractor hired by the City.

A report will be prepared summarizing the findings of all actions in both Phase 1 and subsequent phases that will be provided to the City as a plan for I/I corrective actions as well as a document that can be submitted to DNR for CMOM compliance and potential project funding.

We would need assistance from City staff to provide us with data and to assist in field operations. Two persons are recommended, but we can use one City staff and one additional member of our staff for additional cost.

We at Town and Country Engineering, Inc. wish to thank you for allowing us to serve the City of Reedsburg on this project. If you have any questions regarding the above material, please feel free to call.

EAL
J:\JOB#S\Reedsburg-00 Task Order No. 3-II Study\Scope of Services.docx

	Business-type Activities - Enterprise Funds			
	Utility Commission	Sewer	Nonmajor Enterprise Fund - Stormwater Fund	Totals
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH FLOWS FROM OPERATING ACTIVITIES				
Operating income (loss)	$ 3,079,395	$ 904,982	$ (45,713)	$ 3,938,664
Nonoperating revenue	35,123	-	-	35,123
Adjustments to Reconcile Operating Income (Loss) to Net Cash Flows From Operating Activities				
Depreciation	2,511,079	845,822	147,087	3,503,988
Depreciation charged to other funds	44,314	-	-	44,314
Depreciation on non-utility plant	17,152	-	-	17,152
Changes in assets and liabilities				
Accounts receivable	20,778	(21,671)	-	(893)
Due from other funds	-	(38,923)	(70)	(38,993)
Prepaid items	(12,856)	-	-	(12,856)
Inventories	23,331	-	-	23,331
Accounts payable	(36,098)	31,271	61,365	56,538
Due to other funds	(291,167)	-	-	(291,167)
Compensated absences	54,355	15,254	-	69,609
Other current liabilities	41,979	1,603	1,206	44,788
Pension related deferrals and liabilities	159,581	24,072	1,666	185,319
Commitment to community	1,798	-	-	1,798
NET CASH FLOWS FROM OPERATING ACTIVITIES	$ 5,648,764	$ 1,762,410	$ 165,541	$ 7,576,715
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO THE STATEMENT OF NET POSITION - PROPRIETARY FUNDS				
Cash and investments	$ 11,985,914	$ 1,672,320	$ 322,405	$ 13,980,639
Restricted cash and investments				
Restricted cash and investments - current	224,286	-	-	224,286
Restricted cash and investments - noncurrent	986,485	2,519,255	-	3,505,740
CASH AND CASH EQUIVALENTS	$ 13,196,685	$ 4,191,575	$ 322,405	$ 17,710,665
NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES				
ATC dividends reinvested	$ (45,836)	$ -	$ -	
Amortization of debt premium	$ 19,214	$ -	$ -	
Interest paid by municipality	$ 17,015	$ -	$ -	
Capital contributions	$ 48,810	$ -	$ -	
Asset acquired through capital lease	$ -	$ -	$ 244,621	

See accompanying notes to financial statements.

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph. 608-524-6404 Fax. 608-524-8458
www.reedsburgwi.gov

STAFF REPORT **AGENDA ITEM:** III-E

To: Common Council
Prepared By: Steven Zibell, Public Works
Date of Meeting: February 25, 2019

Subject: Preventative Flood Control Measures at WWTP

BACKGROUND AND REQUEST

During last summer's flood we determined a few week links in our system at the wwtp that we would like to modify. Some of these issues are as simple as putting in a valve and some are more complex due to equipment function and other miscellaneous problems.

We would like to proceed with this project since it is crucial to prevent the plant from flooding if the river would crest higher than it did in 2018.

Non-budgeted items but we have enough cash on hand to cover the items attached.

Estimated project cost $100,000

STAFF RECOMMENDATION

This was discussed at our last Public Works meeting and we decided this is worth the effort. Staff also feels these items are crucial to prevent flooding issues.

Attachment:
Staab Construction Proposal

staab construction corporation
1800 LAEMLE AVE., P.O. BOX 900
MARSHFIELD, WI 54449-0900
715-387-8429

PROPOSAL

Chris Kleinschmit
Reedsburg Flooding Issues
802 divison ST.
Reedsburg WI. 53959

Dated: 1/30/2019

Bid No.: 851

Phone: 608-524-3615 Fax: Email: ckleinschmit@ci.reedsburg.wi.us

RE: City of Reedsburg

The undersigned, having familiarized ourself with the plans, specifications, and local conditions affecting the cost of the work, hereby propose to furnish all labor, material, necessary tools, expendable equipment, and all utility and transportation services necessary to complete the following in a workmanlike manner according to standard practices. This proposal will not be withdrawn for a period of thirty (30) days after proposal date.

#1 - 4"& 8" Valve Install In Wetwell (Budgetary)	Twenty Nine Thousand Two Hundred and 00/100 Dollars	$29,200.00
#2 - 16" Valve Install @ Clarifiers (Budgetary)	Delete From Scope	NA
#3 - Concrete Retaining Wall @ Clarifiers (Budgetary)	Forty Five Thousand Three Hundred and 00/100 Dollars	$45,300.00
#4 - Manhole (H) Valve Install (Budgetary)	Thirteen Thousand Three Hundred Thirty Eight and 00/100 Dollars	$13,338.00
#5 Aluminum Plate Over Scum Pit (Budgetary)	Seven Thousand Seven Hundred and 00/100 Dollars	$7,700.00
#6 - Retaining Wall Leak & Roof Drain Leaks @ BLDG #10	Time and Material	TBD
#7 - Storm Water Check Valve and Plug Valve	Delete From Scope	NA

ALL ABOVE PRICING IS BUDGETARY ONLY. ENTIRE PROJECT WILL BE DONE ON A T&M BASIS.

Description of above named projects;
#1 - Install new 4" & 8" plug valve in wetwell area with extension stems to upper level elev. 880.83. Core two 4" holes for stems. New sch. 80, 90 degree elbows & drop piping.
#2 - Install new 16" plug valve, valve stem & hand wheel on clarifier bypass line. (DELETED FROM SCOPE).
#3 - Install 50'x 42" flood water retaining wall with stop log gate @ stair landing. Remove, modify & reinstall monorail support legs. Remove existing hand railing. Patch 24 sq. feet of existing wall.
#4 - Install new 8" plug valve in manhole H on existing sanitary sewer line and grout in flow line. This is a confined space!
#5 - Install aluminum plateing & supports as needed over scum pit @ final clarifiers. All to be sealed tight. This may be changed to installing a 8" valve in the scum manhole. SCC will determine if this can be done when we are on site.
#6 - All work associated with retaining wall leak & bldg # 10 roof drain leaks will be performed on a time & material basis. T & M rate sheet attached.
#7 - All work associated with 12" storm water check valves & storm water plug valve will be performed on a time & material basis. (All final grading, seed & mulch will be performed by others). T & M rate sheet attached. (DELETED FROM SCOPE).

At minimum we exclude the following:

- State/Federal Prevailing Wages, Performance & Payment Bond.
- Quality control concrete, soil, water leakage, and/or lead & asbestos testing or survey.
- Contaminated soil & water remediation and/or removal. If contaminated water is encountered, owner is responsible for proper disposal costs.
- Asbestos & lead abatement.
- Ground water dewatering removal
- Unsuitable soils removal and/or replacement
- Temporary bypassing and/or treatment
-

Owner Responsibilities:

- Supply of potable and/or non-potable water supply.
- Supply of Electricity for construction purposes.
- Supply of Restroom facilities.

Clarifications:

- Owner has the option to use the above prices as budgetary pricing and do the entire project on a time and material basis.

Payment Terms: Invoiced upon completion and/or monthly and payable within 30 days from date of invoice. 18% Annual interest added to accounts over 30 days. Where retainage is applicable, a maximum of 5% can be withheld. Staab requires full retainage release & final payment within 60 days of completion for our scope of work.

Schedule: Staab will begin executing contract obligations within 30 calendar days after we receive a notice to proceed. Normal work hours are Monday thru Thursday, 10 hour days per week straight time labor rate. Compressed schedule compensation is assessed at 1.5 times after 10 hours each day and/or beyond a 40 hour work week. Holiday pay compensation is assessed at 2 times the hourly base rate. Compensation adjustments are based on the rates noted below under "Changed Conditions".

Changed Conditions / Contract Adjustment Rates: If subsurface, latent, and/or unknown physical conditions differ from those indicated in this agreement or in documents made available by Contractor, Engineer, or Owner, Staab Construction shall be entitled to an equitable and project completion schedule adjustment to compensate for such changed conditions. Extra costs will be executed only upon written orders, and will become an extra charge over and above this base bid price. Such additional charges will be based on actual additional costs required to complete the work under the circumstances. Rates for time & material cost plus proposals are available upon request.

Contract Cancellation: Upon written notification for any such nature that our contract is to be terminated, Staab Construction will stop work immediately. Costs incurred will be billed for reimbursement utilizing the rates noted in "Changed Conditions/Contract Adjustment Rates".

Limited Warranty: Unless otherwise noted on the face hereof, Staab Construction goods, auxiliaries, and parts thereof are warranted per contract agreement documents, against defective workmanship and material for a period of twelve (12) months from date of substantial project completion with the original user. If the goods or services do not conform to the warranty stated above, then as Buyer's sole remedy, Staab shall, at Staabs option, either repair or replace the defective goods or reperform defective services not to exceed the value of the original contract. If applicable, Staab will assign to Buyer all warranties applicable to any portion of the Work or Materials obtained from third parties, or if not assignable, will assert such warranties on behalf of buyer's request. Warranty shall not apply to any such work which that has been subjected to improper or excessive operating conditions, misapplications, accidents, neglect, improperly repaired or altered, normal wear and tear, corrosion, abrasion or erosion, abuse, defects resulting from Buyer's specifications or designs, and any unauthorized disassembly or rework by others will void all warranty claims.

Sales & Use Tax: Sales & use tax for this proposal has been excluded as part of the project price to the subject buyer. If this proposal is tax exempt, a transferable tax exemption status & form is required, which will be transferable to our subcontractors and vendors. If project exemption does not apply, please add the appropriate tax value referenced in the pricing table above.

Contracts: Please note this proposal is for bid submission reference only and is not a formal contract between buyer and seller. A mutual agreed upon contract form will be selected between buyer and seller after Staab receives a project "Notice of Award". At that time both parties will review agreeable contract terms and conditions as it relates to this proposal document.

Insurance: Owner agrees to carry property insurance (Builders Risk) upon the entire work at the site in the amount of the full replacement cost. Staab Construction will maintain liability, automobile, and workman's compensation insurance.

In order to secure performance of its payment and other obligations under this agreement, owner shall provide contractor with financial security in such form as shall be reasonably acceptable to contractor. Such security shall be delivered to and approved by contractor within thirty (30) days of the effective date of this agreement. In the event that owner does not provide acceptable financial security by such date, contractor may at its election immediately or within thirty (30) days thereof terminate this agreement in which case this agreement shall be of no further force or effect except that owner shall be and remain fully liable for the cost of the work theretofore incurred by contractor in connection with this project together with 15% percent of such expenditures (to cover contractor's profit and overhead) regardless of when such expenditures were incurred and regardless of whether such expenditures ultimately proved to be of any value or use to owner.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, THIS CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO ITS MORTGAGE LENDER, IF ANY. THIS CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Respectfully Submitted By:

STAAB CONSTRUCTION CORPORATION

Corey Neufeld

Digitally signed by Corey Neufeld
DN: cn=Corey Neufeld, o=Staab Construction Corporation, ou=, email=corey.neufeld@staabco.com, c=US
Date: 2019.01.30 14:50:49 -06'00'

Mr. Corey Neufeld Project Manager corey.neufeld@staabco.com

ACCEPTANCE OF PROPOSAL -	The prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above. This proposal will now be a binding contract.
Signature: _____	Date: _____
_____ *(Printed name and title)*	

GENERAL, MECHANICAL, EARTHWORK CONTRACTOR

•

Municipal & Industrial

•

The Contractor of Choice Improving Tomorrow's Environment

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph 608-524-6404 Fax 608-524-8458
www.reedsburgwi.gov

STAFF REPORT **AGENDA ITEM:** III - F

To: Common Council
Prepared By: Steven Zibell, Public Works
Date of Meeting: February 25, 2019

Subject: New Public Works / Parks building location

BACKGROUND AND REQUEST

The Public Works Committee along with staff members have looked at different site locations for a new shop facility. We have discussed this at several meetings and have come up with a possible location in our Business Park.

Attached is a map showing the proposed location.

The aerial photo is a few years old so it still shows this area being woods but we cleared this a few years back for future development and is currently planted with grass.

If this is approved for a site location we will finalize a site plan and work on a detailed cost estimate for grading and street cost.

With this proposed location Wengel Drive would need to be extended along with other utilities. An estimated cost at this time is approximately $350,000

STAFF RECOMMENDATION

Public Works and staff recommend this proposed location shown on the attached map.

Attachment:
Map

City of Reedsburg Public Works Shop Location

DISCLAIMER: The City of Reedsburg Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

SCALE: 1" = 277 '

CITY OF REEDSBURG
134 S. Locust Street
PO Box 490
Reedsburg, WI 53959
608-524-6404

Print Date: 2/21/2019

City of Reedsburg
134 South Locust Street, P.O. Box 490
Reedsburg, WI 53959
Ph 608-524-6404 Fax 608-524-8458
www.reedsburgwi.gov

STAFF REPORT

AGENDA ITEM: III-G

To: Common Council
Prepared By: Steven Zibell, Public Works
Date of Meeting: February 25, 2019

Subject: Eighth Street and Viking Drive Signal Bids

BACKGROUND AND REQUEST

This project was discussed last year as part of our agreement with the School District and Courtyards. Plan is to have the signals up and running by the end of July so we can do any modifications on timing before school starts this fall.

Budgeted $235,000

STAFF RECOMMENDATION

Public Works and staff recommend the low bid from Parisi Construction in the amount of $217,358.45

Attachment:
Recommendation Letter
Bid Tab

vierbicher
planners engineers advisors

400 Viking Drive
Reedsburg, Wisconsin 53959
(608) 768-4807 phone
(608) 524-8218 FAX
www.vierbicher.com

February 14, 2019

Steve Zibell, DPW
City of Reedsburg
134 S. Locust St
Reedsburg, WI 53959

RE: Reedsburg-Traffic Signals, Viking Drive & 8th Street Intersection
Vierbicher Project No. 180217
Reedsburg, Wisconsin
Bid Results & Notice of Award

Dear Steve:

We have reviewed the bids received on February 14, 2019 for the above-referenced project. Two (2) bids were received. The bids ranged in price from $217,358.45 to $275,060.95. Parisi Construction Co., Inc. was the low bidder. A tabulation of all bids received is attached.

The bid submitted by Parisi Construction Co., Inc. meets the requirements of the bidding documents and is therefore considered responsive. We therefore recommend acceptance of the bid submitted by Parisi Construction Co., Inc.

Enclosed, please find the Notice of Award for the above referenced project. Once the contract has been awarded by the City of Reedsburg, please have the Notice of Award Signed and returned to our attention. We will then forward the documents onto the Contractor for execution.

If you have any questions, please let us know.

Sincerely,

Gary L. Woolever

Gary Woolever

Enclosures

BID TABULATION

Reedsburg-Traffic Signals, Viking Drive, Eighth Street Intersection

ENGINEER'S PROJECT # : 180217

Bid Open **February 14, 2019** at 11:30 am

vierbicher

planners engineers advisors

Rdbg-Traffic Signals, Vikign Drive / Eighth Street Intersection				Apparent Low Bid Parisi Construction Co. Inc.		Meise Construction Inc	
Bid Item Number	Item Description	Units of Measure	Estimated Quantity	Unit Cost	Total Amount	Unit Cost	Total Amount
General Street and Sitework							
1	Performance & Payment Bonds	LS	1	$2,000.00	$ 2,000.00	$3,000.00	$ 3,000.00
2	Mobilization	LS	1	$40,000.00	$ 40,000.00	$14,000.00	$ 14,000.00
3	Temporary Traffic Control	LS	1	$4,000.00	$ 4,000.00	$5,000.00	$ 5,000.00
4	Inlet Protection - Type D	EACH	4	$130.00	$ 520.00	$125.00	$ 500.00
5	Sawcut Asphalt (5" thick)	LF	470	$3.30	$ 1,551.00	$5.00	$ 2,350.00
6	Sawcut Concrete	LF	40	$6.60	$ 264.00	$8.00	$ 320.00
7	Remove Existing Asphalt	SY	3715	$1.30	$ 4,829.50	$1.35	$ 5,015.25
8	Street Sign - Stop Sign, Salvage	EACH	2	$170.00	$ 340.00	$265.00	$ 530.00
9	Street Sign - Stop Sign, Salvage Mono Tubes	EACH	2	$990.00	$ 1,980.00	$265.00	$ 530.00
10	Remove Existing Curb & Gutter	LF	311	$7.70	$ 2,394.70	$5.00	$ 1,555.00
11	Street Sign, Stop Sign, Light Pole Concrete Base Remove and Disposal	EACH	6	$850.00	$ 5,100.00	$6,000.00	$ 36,000.00
12	Remove Existing Concrete (sidewalk)	SF	1500	$1.90	$ 2,850.00	$3.00	$ 4,500.00
13	Crushed Aggregate Base Course (1 1/4")	TON	40	$38.25	$ 1,530.00	$100.00	$ 4,000.00
14	Concrete Curb & Gutter - 30"	LF	303	$31.00	$ 9,393.00	$35.00	$ 10,605.00
15	Concrete Sidewalk (5")	SF	1500	$7.80	$ 11,700.00	$7.50	$ 11,250.00
16	Truncated Dome Detectable Warning	EACH	8	$340.00	$ 2,720.00	$375.00	$ 3,000.00
17	HMA Pavement - Upper Layer (2"), Type HT (12.5mm)	TON	55	$160.00	$ 8,800.00	$224.00	$ 12,320.00
18	HMA Pavement - Lower Layer (3"), Type HT (19.0mm)	TON	82	$120.00	$ 9,840.00	$224.00	$ 18,368.00
19	Asphaltic Tack Coat (vertical edges & between layers)	LS	1	$110.00	$ 110.00	$500.00	$ 500.00
20	Pavement Marking - Removal (Water Blasting)	LS	1	$4,400.00	$ 4,400.00	$5,000.00	$ 5,000.00
21	Pavement Markings - 6" White Crosswalk	LF	480	$12.75	$ 6,120.00	$7.19	$ 3,451.20
22	Pavement Markings - 18" White Stop Bar	LF	100	$9.60	$ 960.00	$10.63	$ 1,063.00
23	Pavement Markings - 4" Double Yellow Centerline	LF	90	$5.30	$ 477.00	$1.13	$ 101.70
24	Pavement Marking - 4" Lane Marking	LF	90	$2.70	$ 243.00	$0.57	$ 51.30
25	Pavement Markings - Right Turn Arrow	EACH	2	$230.00	$ 460.00	$282.00	$ 564.00
26	Pavement Marking - Left Turn & Straight Arrow	EACH	4	$290.00	$ 1,160.00	$425.00	$ 1,700.00
27	Pavement Marking - Right Turn & Straight Arrow	EACH	2	$290.00	$ 580.00	$425.00	$ 850.00
28	Pavement Marking - Words (ONLY)	EACH	1	$290.00	$ 290.00	$344.00	$ 344.00
29	Street Sign - Striaght Left Trun & Right Turn	EACH	2	$250.00	$ 500.00	$400.00	$ 800.00
30	Street Sign - Straight Right Turn & Straight Left Turn	EACH	2	$170.00	$ 340.00	$400.00	$ 800.00
31	Trucked In Topsoil	CY	50	$40.00	$ 2,000.00	$75.00	$ 3,750.00
32	Lawn Restoration W/ Seed, Mulch, & Fertilize-Terrace	SY	500	$3.00	$ 1,500.00	$5.00	$ 2,500.00
33	Erosion Mat DOT Class I, Type A w/ Seed & Fertilizer	SY	500	$5.00	$ 2,500.00	$4.00	$ 2,000.00
	Subtotal - General Street and Sitework			**$**	**131,452.20**	**$**	**156,318.45**
Traffic Signals							
34	Street Sign & Mountings (Stop-Folding)	EACH	4	$270.00	$ 1,080.00	$313.00	$ 1,252.00
35	Street Sign & Mountings (Overhead Street Name)	EACH	4	$420.00	$ 1,680.00	$500.00	$ 2,000.00
36	Conduit Rigid Nonmetallic Schedule 40 2-Inch	LF	150	$4.20	$ 630.00	$6.88	$ 1,032.00
37	Conduit Rigid Nonmetallic Schedule 40 3-Inch	LF	325	$5.30	$ 1,722.50	$8.13	$ 2,642.25
38	Conduit Special 3-Inch	LF	650	$31.75	$ 20,637.50	$43.75	$ 28,437.50
39	Pull Boxes Non-Conductive 24x42-Inch	EACH	8	$1,300.00	$ 10,400.00	$1,500.00	$ 12,000.00
40	Concrete Bases Type 1	EACH	8	$580.00	$ 4,640.00	$813.00	$ 6,504.00
41	Concrete Bases Type 2	EACH	2	$770.00	$ 1,540.00	$1,063.00	$ 2,126.00
42	Concrete Bases Type 10	EACH	2	$4,100.00	$ 8,200.00	$5,000.00	$ 10,000.00
43	Concrete Control Cabinet Bases Type 9 Special	EACH	1	$1,300.00	$ 1,300.00	$1,625.00	$ 1,625.00
44	Cable Traffic Signal 7-14 AWG	LF	1800	$1.20	$ 2,160.00	$1.25	$ 2,250.00
45	Cable Traffic Signal 15-14 AWG	LF	900	$2.90	$ 2,610.00	$2.50	$ 2,250.00
46	Electrical Wire Traffic Signals 12 AWG	LF	1225	$0.55	$ 673.75	$0.75	$ 918.75
47	Electrical Wire Lighting 12 AWG	LF	500	$0.55	$ 275.00	$0.75	$ 375.00
48	Cable Type UF 2-12 AWG Grounded	LF	700	$1.10	$ 770.00	$1.69	$ 1,183.00
49	Loop Detector Lead In Cable	LF	50	$2.10	$ 105.00	$1.69	$ 84.50
50	CAT5-e Cable	LF	925	$2.10	$ 1,942.50	$2.50	$ 2,312.50
51	Electrical Service Meter Breaker Pedestal	LS	1	$1,300.00	$ 1,300.00	$1,875.00	$ 1,875.00
52	Construction Staking Electrical Installations	LS	1	$2,500.00	$ 2,500.00	$5,000.00	$ 5,000.00
53	Transport & Install Furnished Traffic Signal Equipment	LS	1	$17,500.00	$ 17,500.00	$25,000.00	$ 25,000.00
54	Concrete Base Type 1 Spread Footing (if authorized)	EACH	1	$1,600.00	$ 1,600.00	$4,375.00	$ 4,375.00
55	Furnish Monotube Anchor Bolts & Templates Type 9 &10	EACH	2	$1,000.00	$ 2,000.00	$1,250.00	$ 2,500.00
56	Salvage Street Light	EACH	2	$320.00	$ 640.00	$1,500.00	$ 3,000.00
	Subtotal - Traffic Signals			**$**	**85,906.25**	**$**	**118,742.50**
	TOTAL - Project Name			**$**	**217,358.45**	**$**	**275,060.95**

PROJECT: Reedsburg-Traffic Signals, Viking Drive & 8th Street Intersection

vierbicher
planners engineers advisors

PROJECT NUMBER: 180217

PROJECT MANAGER: Gary Woolever

BID DUE DATE: **February 14, 2019, 11:30 am**

OWNER: City of Reedsburg
ADDRESS: 134 S. Locust Street, Reedsburg, WI 53959

PLAN HOLDER NO.	BIDDER	Bid Security	Base Bid	
1	Parisi Construction Co. Inc.		$ 217,358.45	
2	Meise Construction Inc		$ 275,060.95	
3	Augelli Concrete			
4	Brickline Inc Madison			
5	Century Fence Co.			
6	Parisi Construction Co. Inc.			
7	Highway Light & Landscape, Inc.			
8	Hill's Wiring			
9	D L Gasser Construction			
10	Jeff Voegeli Landscaping			

By: _____ Witnessed: _____

MEMORANDUM OF UNDERSTANDING

Between

Huntington Park , LLC

And The

City Of Reedsburg, Wisconsin

Huntington Park , LLC, a Wisconsin limited liability company, (Developer) is proposing to construct an apartment complex in Reedsburg resulting in the creation of high quality affordable housing units for the workforce. This Memorandum of Understanding is intended to summarize the commitments of the Developer and City of Reedsburg (City). These commitments will be formalized in a Development Agreement which will be executed by the Developer and City.

WITNESSETH:

Whereas, the Developer is proposing to construct an apartment complex in Reedsburg to meet the demand for high quality affordable workforce housing; and,

Whereas, the ability to develop the apartment complex in Reedsburg will be based on the financial feasibility of the project; and

Whereas, the City created Tax Increment District No. 9 (TID No. 9) to promote industrial development and workforce housing; and

Whereas, the City recognizes having an adequate supply of high quality affordable housing units for the workforce is necessary to support continued industrial development within the City; and

Whereas, it has been concluded that it is in the City's best interest to invest TID No. 9 funds to create additional affordable workforce housing in the City.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

I. Developer agreement

1. Developer shall purchase a 5 acre parcel on Huntington Park Drive as shown on Exhibit A.

2. Developer proposes to construct three 48 unit apartment buildings on the development site, generally as shown on Exhibit A. The proposed unit mix will be 50 percent one bedroom and 50 percent two bedroom apartments. Half of the two bedroom apartments will have two bathrooms. Parking for the apartments will include a combination of surface parking and underground parking. The buildings architectural style will be as illustrated on Exhibit B. The buildings will include flat roofs and brick accents on the exterior walls.

3. Developer intends to construction the first 48 unit building in 2019. The second and third buildings will be constructed as the market allows. The goal is to construct the second building in 2021 and the third building in 2023.

4. Developer's capital expenditure for each building is estimated to be $4,995,454 for Phase 1, $4,324,458 for Phase 2 and $4,286,558 for Phase 3.

5. The increase in tax base for each building is estimated to be $3,500,000.

6. Obtain all necessary permits; comply with all local, state, and federal requirements. Developer shall be responsible to pay all permit fees and City impact and connection fees.

7. Submit a site plan, building plan and a landscaping plan for the City to review and approve.

8. Execute a Development Agreement between the City and Developer as stipulated in Section IV.

9. Developer shall not seek a reduction of property tax assessment during the term of this agreement which results in less tax increment revenue that is shown on Exhibit C. Developer may seek a reduction of property tax assessment if the assessment results in tax increment revenue greater than that shown on Exhibit C

10. Any costs expended by the Developer will be exclusive to the Developer and will not be a cost of the City.

II. City of Reedsburg agreement

1. Using TID No. 9 funds, the City shall provide a Direct Business Assistance grant in the amount of $500,000 in conjunction with Phase 1. The funds shall be used to pay for impact fees, storm water management facilities, site development, landscaping and building construction. Within 60 days of the first building permit being issued. The $500,000 Direct Business Assistance grant shall be paid into a third party escrow account and disbursed as authorized by the Developer's lender.

2. Using TID No. 9 funds, the City shall provide TIF funding to the Developer using the "PayGo" methodology. Based on the guaranteed TIF revenue shown in Exhibit C, the City shall make the following annual TIF payments to the Developer.

    a. Phase 1: $21,775 annual "PayGo" payment for a period of seventeen years. The first payment will be made on July 31, 2021 and the last payment on July 31, 2037. Said payments shall be made provided the Developer is in compliance with the terms of the Development Agreement. Payments are also subject to the Guaranteed Tax Increment Revenue provisions included in Section III, 3 of this MOU. If the actual TIF revenue is larger than the guaranteed TIF revenue shown on Exhibit C, the annual "PayGo" payment shall be increased proportionately.

    b. Phase 2: $43,550 annual "PayGo" payment for a period of ten years. The first payment will be made on July 31st two years after the construction of the building, For example, if the Phase 2 building is completed in 2021, the first "PayGo" payment will be made on July 31, 2023 and the last payment on July 31, 2033. Said payments shall be made provided the Developer is in compliance with the terms of the Development Agreement. Payments are also subject to the Guaranteed Tax Increment Revenue provisions included in Section III, 3 of this MOU. If the

actual TIF revenue is larger than the guaranteed TIF revenue shown on Exhibit C, the annual "PayGo" payment shall be increased proportionately.

c. Phase 3: $43,550 annual "pay-as-you-go" payment for a period of ten years. The first payment will be made on July 31st two years after the construction of the building, For example, if the Phase 2 building is completed in 2023, the first "PayGo" payment will be made on July 31, 2025 and the last payment on July 31, 2034. Said payments shall be made provided the Developer is in compliance with the terms of the Development Agreement. Payments are also subject to the Guaranteed Tax Increment Revenue provisions included in Section III, 3 of this MOU. If the actual TIF revenue is larger than the guaranteed TIF revenue shown on Exhibit C, the annual "PayGo" payment shall be increased proportionately.

3. The terms of the TIF payments shall be incorporated into a Promissory Note issued by the City.

4. The Developer will not be allowed to sell the building during the term of the Development Agreement unless granted written approval from the City, which will not be unreasonably withheld. If approval to sell is granted, the terms of the Development Agreement between the Developer and the City will be assigned to the buyer.

5. The City agrees to receive a request for rezoning and will work cooperatively with the Developer to rezone the parcel pursuant to City ordinances.

6. The City agrees to receive a request for approving a Certified Survey Map and will work cooperatively with the Developer to approve the Certified Survey map pursuant to City ordinances.

7. Any money expended exclusively by the City for this project will not be reimbursed by the Developer.

III. Security

1. Insurance. The Developer shall maintain insurance on the Parcel, in an amount not less than the full insurable value of the improvements, for fire, casualty, and external damage coverage and shall name the City as an additional insured, for the term of the Development Agreement. The City shall be in a subordinate position to any bank and/or other lender (collectively, the "Lender") providing construction or long-term financing for the Facility or to the Developer. A copy of an insurance binder or certificate of insurance demonstrating compliance with this Section shall be submitted to the City within thirty (30) days after commencement of construction at the Facility. Thereafter, the Developer shall provide the City with written evidence of compliance with this Section on an annual basis. In the event the improvements on the Parcel are damaged or destroyed before the City has totally recovered its expenditures for this project, the proceeds from the insurance shall be payable to the Developer, and subject to the Lender's requirements, shall be applied toward either (a) the reconstruction of the improvements so destroyed or damaged, or (b) the then outstanding unpaid principal balance of the City's loan taken out to fund the City's Development Costs. The parties agree that solely for purposes of this MOU, the amount of the City's Development Cost is $535,000 in conjunction with Phase 1.

2. Irrevocable Letter of Credit. The parties acknowledge and agree that the Tax Increment received by the City from TID No. 9 is intended to be sufficient to pay the City those sums which the City will incur in Development Costs, plus interest incurred during the term of the Irrevocable Letter of

Credit. The City's Development Costs include the cost for the Direct Business Assistance, plus soft costs including administrative, legal and financing costs. The parties agree that solely for purposes of this MOU, the amount of the City's Development Cost is $535,000 in conjunction with Phase 1.

Notwithstanding any other provisions herein, if Developer is not in substantial compliance with the conditions set forth in Article I, then the City, at its sole option, may draw upon the Irrevocable Letter of Credit in a sum not exceeding $535,000, plus interest incurred during the term of the Irrevocable Letter of Credit. DEVELOPER, at the time of Closing shall provide the City an Irrevocable Letter of Credit. The Irrevocable Letter of Credit shall be payable at sight to the City, authorize partial draws, and shall include a provision requiring that the City be given written notice not less than 45 days nor more than 60 days prior to expiration of the Irrevocable Letter of Credit. The termination date of the Irrevocable Letter of Credit is December 31, 2019, or the date of occupancy of the first 48 unit apartment building as described in Section I.

3. Guaranteed Tax Increment Revenue. During the term of the Development Agreement, the Developer shall generate at least the annual amount of tax increment revenue as shown on Exhibit C, with the first full payment being in 2021. In the event the actual tax increment revenue payment is less than the amount shown in Exhibit C, the City shall reduce the annual pay-as-you-go payment to the Developer, as provided for in Section II.2 of this MOU. The amount of the reduction to the annual pay-as-you-go payment shall be equal to the difference between the actual tax increment revenue and the amount shown on Exhibit C. In the event the reduction to the annual pay-as-you-go payment is not sufficient to make up the shortfall of the guaranteed tax increment revenue shown on Exhibit C, Developer shall pay to City annually a sum equal to the difference between the amount shown on Exhibit C and the deficit left after the reduction in the annual pay-as-you-go is applied. So long as there is a deficit left after the reduction in the annual pay-as-you-go payment is applied, the payments shall be made by the Developer to the City and shall continue annually until the expiration date of the Development Agreement. If the Developer fails to make the payment upon the written demand of the City, the City shall add the amount owed by the Developer to the real estate tax bill for the Development Site. In no event shall this paragraph be interpreted to allow the Developer to pay less than the legally established annual property tax levied against the property which may be in excess of the guaranteed minimum amount established above; nor shall the Developer be relieved of its responsibility to pay such taxes levied after termination of the Development Agreement.

IV. Acknowledgements & Contingencies

The parties to this MOU acknowledge the commitments included in this document are preliminary and are subject to change as the project scope is finalized. The parties also acknowledge the following contingencies:

1. Developer receives final financing approval.

2. The project shall be reviewed and approved as a Planned Development Group by the City.

3. Recording of the previously approved Certified Survey Map.

4. The City and Developer approves and executes the Development Agreement and Promissory Note.

5. The Developer acquires title to the parcel on terms satisfactory to Developer.

With the approval of this MOU, the City of Reedsburg Common Council is granting authority to the Mayor, City Administrator, City Clerk and City Attorney to prepare and execute a Development Agreement and other documents necessary for the implementation of the project, provided they are consistent with the terms of the MOU.

The term of the Development Agreement is until the final annual "PayGo" payment is made by the City to the Developer, which is estimated to be on July 31, 2036. In no case can TIF annual "PayGo" payments be made after TID No. 9 is terminated, which is estimated to be in 2037.

Both parties mutually understand the City and Developer will execute a Development Agreement. This MOU will expire once both parties sign a Development Agreement, or on March 31, 2019, whichever comes first. The terms stated herein constitute the entire agreement between the Developer and City. The City and the Developer must agree to any amendment to this agreement in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on:

_____, ~~2018~~ 2019

For the Reedsburg Industrial and Commercial Development Commission

_____	_____
Donald H. Lichte, Chair	Witness
_____	_____
Date	Date

For the City of Reedsburg

_____	_____
David G. Estes, Mayor	Jacob Crosetto, City Clerk
_____	_____
Date	Date

Huntington Park , LLC

_____	_____
Lucus J. Pelton, Member	Witness
_____	_____
Date	Date

CITY OF REEDSBURG

CITY ADMINISTRATOR MONTHLY REPORT

Date: February 25, 2019

To: Mayor Estes
Common Council

From: Tim Becker
City Administrator

Re: February 2019 Administrator's Report

The past month has been filled with various activities related to development prospects. In addition, I assisted in dealing with employee issues at the WWTP. I was able to assist in filling several vacant Committee positions. Below is a partial list of activity for February 2019.

- Farmers market preparation
- DPW discussion/planning for proposed new City Shop
- Personnel Issue WWTP
- Police Chief Appointment
- Several development meetings
- Taxi Cab year end reports
- Special Assessments billed out
- Meetings with agenda software vendor
- Various Committee Appointments

Please contact me with any questions you may have.