



CITY OF ANTIGO

PUBLIC WORKS COMMITTEE MEETING

COUNCIL CHAMBERS

Wednesday, April 14, 2021

CITY HALL, 700 EDISON STREET

5:30 PM

Call to Order

Discussion and Action My Occur on Any of the Following Agenda Items:

1. Professional Services Agreement with MSA Professional Services for a Wastewater Facility Plan for Tertiary Filter Improvements Aimed at Phosphorus Reduction in the Effluent Discharge to Springbrook Creek
2. Professional Services Agreement with Refrigeration Control and Design, Inc. for the Development of Plans, Specifications and Estimate for the Bidding of Replacement Boilers for the Single System at the Wastewater Treatment Plant
3. Appoint a Lead Service Replacement Program Authorized Representative
4. Award of \$941,250 (50%) from the US Dept of Commerce Economic Development Administration for the Saratoga Industrial Park Roadway Project from Highway 64 (Century Ave.) south to the north termini of Deleglise Street (Investment # 06-01-06277)

Any Other Matters Authorized by Law to be Considered

Adjournment

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact Jaime Horswill, 700 Edison Street, Antigo, Wisconsin 54409. (715) 623-3633 extension 100. Members of and possibly a quorum of members of other governmental bodies may be in attendance to gather information. Any governmental body other than that specifically referred to above will take no action.

DATE MAILED: April 09,2021

TOM BAUKNECHT



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: April 14, 2021
Re: Professional Services Agreement with MSA Professional Services for a Wastewater Facility Plan for Tertiary Filter Improvements Aimed at Phosphorus Reduction in the Effluent Discharge to Springbrook Creek

It has been a multi-year effort in taking the necessary steps to achieve a compliance plan for addressing the WDNR limits for phosphorus nutrient loading within our treated effluent at our Wastewater Plant. In December of 2018 (based upon the phosphorus limits identified by the WDNR at the time) we envisioned adding two additional chemical (alum) feed systems being added to the treatment process with an anticipated design/construct budget projected at \$327,500 for the 2021/2022 calendar years. In doing so there was some concern over pending needs to rehabilitate the aging filtration system but funding both would have been difficult.

In April of 2019 the EPA approved a lower TMDL limit than anticipated with our final site specific criteria being defined in July of 2020 (also at lower than anticipated results). It was at this time that we explored the elimination of the capital improvement to add two more chemical additive sites in favor of considering filter upgrades due to their aging condition.

By exploring this option we not only would be able to likely improve our phosphorus compliance to address potential future more restrictive guidelines but also could take advantage of a potential Clean Water Fund grant that could offer up to a 70% principal forgiveness amount for a filter rehabilitation project. It is anticipated that under these conditions we could accomplish a \$1,000,000 upgrade (including engineering) with the same \$300,000 local investment.

To do this, we must complete an abbreviated WDNR Facility Plan.

Within the abbreviated plan we would essentially be asking MSA to research and identify the options associated either with a filter rehabilitation project or that of a complete replacement of the system (i.e. replace with a disc filtration system).

The Professional Service Agreement with MSA is being recommended at a cost of \$36,000 to complete an Abbreviated Facility Plan based upon the parameters identified in this memo and as memorialized in the attached agreement.

As always, I remain available to address any of your questions.



Professional Services Agreement

This AGREEMENT (Agreement) is made today March 16, 2021 by and between CITY OF ANTIGO (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: City of Antigo Abbreviated Wastewater Facility Plan

The scope of the work authorized is: Prepare an Abbreviated Wastewater Facility Plan for submittal to DNR as a prerequisite for submittal of design plans and specifications by the September 30, 2021 DNR Clean Water Fund submittal deadline. See Attachment A: Scope of Services.

The schedule to perform the work is: Approximate Start Date: March 16, 2021
Approximate Completion Date: April 30, 2021

The estimated fee for the work is: \$36,000

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 time and expense basis.

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

CITY OF ANTIGO

Bill Brandt
Mayor
Date: _____

Attest:

Kaye Matucheski
Clerk/Treasurer/Finance Director
Date: _____

700 Edison Street
Antigo, WI 54409
Phone: (715) 623-3633
Fax: (715) 627-7099

MSA PROFESSIONAL SERVICES, INC.

Patricia J. Morrow
Pat Morrow, P.E.
Wastewater Team Leader
Date: 3/16/2021

1835 North Stevens Street
Rhinelander, WI 54501
Phone: (608) 355-8910
Fax: (715) 362-4116

ATTACHMENT A:
SCOPE OF SERVICES – Wastewater Facilities Plan

1. The Basic Services of MSA as described in Section 1 of said Agreement are amended and supplemented as follows:

Prepare an Abbreviated Facility Plan for upgrades to the Tertiary Filtration System at the WWTF. The Final Compliance Alternatives Plan (AKA “Year 4 Phosphorus Report”) that was submitted to the DNR in December 2018 contained data through March 2017. This Abbreviated Facility Plan will review the flows and loadings to the facility to date, and project 20-year design flows as necessary for confirming the future filtration needs of the City – whether the existing filters are rehabilitated or whether new filtration equipment is installed. An approved, Abbreviated Facility Plan is required by DNR prior to submittal of plans and specifications for any filter rehabilitation or replacement projects.

a) WWTF Background Information

- Provide a tabular summary of existing major unit processes
- Evaluate historical WWTF flows and loadings from 1/1/2017 through 1/31/2021.
- Review water use data from PSC reports.
- Evaluate precipitation data for the period 1/1/2017 through 1/31/2021
- Evaluate historical WWTF performance from 1/1/2017 through 1/31/2021.
- Review Sartori Cheese loadings from 1/1/2017 through 1/31/2021
- Gather existing financial data pertaining to the Sewer Utility as needed for calculation of sewer rate impacts and determination for whether a Public Hearing will be needed

b) Collection System and Inflow and Infiltration Analysis (not included for Abbreviated Facility Plan)

c) Establish Design Conditions

- Update population projections through 2041
- Request industrial flow and loading projections for 2041
- Establish future wastewater flows and loadings for the 20-year design conditions.
- Review future effluent permit limits if available from DNR
 - A formal effluent planning limits request will not be submitted to DNR with an Abbreviated Facility Plan.

d) Evaluation of Existing Facilities

- Provide a written summary of existing processes at the WWTF
- Provide a process flow diagram for the overall facility
- Evaluate the condition and capacity of existing tertiary filter
- Evaluation of other unit processes is not included with Abbreviated Facility Plan

e) Evaluation of Treatment Facility Needs

- Rehabilitation of existing Tertiary Filter

- Demolition of existing filtration system and replacement with Disc Filtration
- Evaluation and identification of other needs at the wastewater treatment facility is not included with Abbreviated Facility Plan

f) Recommendations and Implementation

- Summarize recommendations for improvements
- Prepare cost estimates for rehabilitation and replacement of the existing tertiary filtration system
- Complete funding/financing analysis.
 - Review City's sewer utility budget
 - Review equipment replacement fund balance
 - Identify project financing option(s)
- Estimate sewer rates resulting *from each alternative*.
 - An overall assessment of the entire Sewer Utility financial position and potential rate increases or modifications necessary to bring the Utility into financial health is not included in this scope of services, but can be provided for an additional fee if the need is identified as part of our work.
- Review recommendations and costs with City.
- Prepare and submit WDNR Clean Water Fund Priority Ranking and Evaluation Form (PERF) and Notice of Intent to Apply (ITA) documents to DNR.

g) Final Reporting and Administration

- Review Meeting (teleconference) with WDNR.
- Project administration, correspondence and internal team meetings.
- Present summary of the Report to the City.
- Coordinate and attend Public Hearing to present final Facilities Plan Recommendations if Sewer Rates are projected to increase by more than 20%
- Deliverable will include three (3) bound copies of the Report to the City.
- Provide electronic copy of Report as .PDF to the City and WDNR.

2. The responsibilities of OWNER are as follows:

- Provide WWTF and industrial operational data.
- Provide sewer system financial information.
- Provide WWTF documentation as needed.
- Provide copies of previous reports related to the WWTF as needed.

3. The time period for the performance of MSA's Basic Services is as follows:

- Work will begin immediately upon approval in efforts to meet project and DNR schedule requirements.
- Final Report anticipated to be complete by April 30, 2021.

ATTACHMENT B: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects	\$115 – \$175/hr.
Clerical	\$ 80 – \$125/hr.
CAD Technician	\$ 95 – \$150/hr.
Geographic Information Systems (GIS).....	\$ 75 – \$146/hr.
Housing Administration	\$ 82 – \$125/hr.
Hydrogeologists.....	\$127 – \$160/hr.
Planners	\$ 90 – \$180/hr.
Principals.....	\$175 – \$369/hr.
Professional Engineers	\$ 92 – \$200/hr.
Project Manager	\$ 150 – \$242/hr.
Professional Land Surveyors	\$ 87 – \$180/hr.
Staff Engineers.....	\$ 80 – \$150/hr.
Technicians	\$ 70 – \$132/hr.
Wastewater Treatment Plant Operator.....	\$ 80 – \$ 100/hr.
 <u>REIMBURSABLE EXPENSES</u>	
Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.20/page
Plots	\$0.15/sq.in.
Flash Drive	\$10
GPS Equipment.....	\$28/hour
Laser Level.....	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement (currently \$0.56/mile)	Rate set by Fed. Gov.
Mileage – MSA Vehicle	\$35 + \$0.30 mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine.....	Included in labor rates
Robotic Survey Equipment.....	\$37/hour
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour

* Labor rates represent an average or range for a particular job classification. These rates are in effect until December 25, 2021.

**MSA PROFESSIONAL SERVICES, INC. (MSA) –
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC - Wisconsin)**

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, including reasonable attorney's fees, 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. 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, 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 unless caused by negligence or willful misconduct of MSA.

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 and MSA further consent that the venue for any legal proceedings related to this Agreement shall be Langlade County, Wisconsin.

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.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: April 14, 2021
Re: Professional Services Agreement with Refrigeration Control and Design, Inc. for the Development of Plans, Specifications and Estimate for the Bidding of Replacement Boilers for the Single System at the Wastewater Treatment Plant

Refrigeration Control and Design, Inc. (R/CAD) as represented by Stan Grys was the designer for the recent upgrades at the Antigo Public Library. Their work was well received and the project was delivered on time and within the budgeted amounts. Stan was recently asked to review the original (1979) single boiler at our Wastewater Treatment Plant in order to provide a design proposal for its replacement with a 2-boiler system.

Attached is a proposal from R/CAD to prepare Plans, Specifications and Estimate (PS&E) for taking the project to bid including limited construction supervision at a cost of \$3,200. It is my recommendation to proceed into a short-form contract with R/CAD for the completion of this work.

R Refrigeration
C Control
A And
D Design, Inc.

Refrigeration Control And Design, Inc ... d/b/a **R/CAD**

Commercial & Industrial

751 Washington Street
 PO Box 1052
 Rhinelander WI 54501
 (715) 365-2009 Main Office
 (715) 365-3282 Fax

REFRIGERATION * HEATING * VENTILATING * AIR CONDITIONING * ENGINEERING * CONTROLS

www.rcadrefrigeration.com - Website

rcad@rcadhvac.com - Email

3/25/2021

Mark Desotell
 City of Antigo

Estimate to Provide design, specification for bidding, drawings, budget estimate and supervising professional services for the replacement of the Central Heating Boiler at the Antigo Wastewater Treatment Plant.

Estimated Cost \$ 3,200.00

Stanley A Grys Jr. D.E.S.
 President / Engineer
 751 Washington Street
 PO Box 1052
 Rhinelander WI 54501
 715-365-2009 Main Office
 715-365-3282 Fax
 715-550-0923 Cell
rcad@rcadhvac.com
www.rcadrefrigeration.com

Attachment: 2021 Wastewater Treatment Plant Boiler Replacement Design and Supervision Proposal (3854 : PSA with R/CAD for the PS&E for



To: Mayor and City Council
From: Charley Brinkmeier, Land Surveyor/Project Manager
Date: April 14, 2021
Re: Appoint a Lead Service Replacement Program Authorized Representative

The Lead Service Replacement program requires us to appoint an Authorized Representative, which we have recommended Mayor Bill Brandt. The Mayor was the Authorized Representative in prior programs. If the committee approves there will be a resolution on Council meeting following.

RESOLUTION NO. _____

CITY OF ANTIGO

AUTHORIZED REPRESENTATIVE TO FILE APPLICATIONS FOR FINANCIAL
ASSISTANCE FROM STATE OF WISCONSIN ENVIRONMENTAL IMPROVEMENT
FUND

WHEREAS, it is the desire of the City of Antigo, Wisconsin, a municipal corporation, to file an application for state grant assistance for its Water Utility private water 'lead service line' replacement project(s), evaluation and any necessary replacement of lines of other materials, appurtenances, related additional street and utilize system needs and upgrades, restoration, and all other replaced upgrades under the Wisconsin Environmental Improvement Fund (ss. 281.58, 281.59, 281.60, and 281.61, Wis. Stats.);

WHEREAS, it is necessary to designate a representative for filing said applications;

BE IT THEREFORE RESOLVED by the City Council of the City of Antigo that the Mayor is hereby appointed as an authorized representative for the City of Antigo for the purpose of filing these applications, and that the representative is further authorized and empowered to do all necessary things and take all necessary steps in connection with said applications.

Adopted the _____ day of _____, 2021

CITY OF ANTIGO
LANGLADE COUNTY, WISCONSIN

Bill Brandt, Mayor

Attest: _____
Kaye Matucheski, Clerk-Treasurer/Finance Director

Attachment: RESOLUTION NO (3877 : Lead Service Replacement Authorized Representative)



To: Mayor and City Council

From: Mark Desotell, Director of Administrative Services

Date: April 14, 2021

Re: Award of \$941,250 (50%) from the US Dept of Commerce Economic Development Administration for the Saratoga Industrial Park Roadway Project from Highway 64 (Century Ave.) south to the north termini of Deleglise Street (Investment # 06-01-06277)

We received confirmation of a grant award from the US Dept. of Commerce EDA Division for the construction of a roadway through the Saratoga Industrial Park (Highway 64 south to the north termini of Deleglise Street. The grant is for \$941,250 (50%) of a projected \$1,882,500 project bringing a newly constructed roadway.

Features will include a new roadway subbase, aggregate base, curb/gutter, localized storm sewer, sanitary sewer extensions to undeveloped parcels, a bio-retention basin, asphalt surfacing and other incidental improvements as identified in the project documents.

We have 30 days to accept the award, 18 months to initiate construction and 51 months to complete the work from the date of award established as 4/8/2021.

Your acceptance of the award along with authorization for the Mayor, Director of Administrative Services and the Clerk-Treasurer/Finance Director to endorse any required forms/paperwork to advance project milestones is being requested.



U.S. DEPARTMENT OF COMMERCE
Economic Development Administration
CHICAGO REGIONAL OFFICE
230 SOUTH DEARBORN Street
CHICAGO, ILLINOIS 60604-1512

In reply refer to:
Investment No.: 06-01-06277

Mark A. Desotell
Director of Administrative Services
City of Antigo
700 Edison St
Antigo, WI 54409-1979

Dear Mr. Desotell:

I am pleased to inform you that the U.S. Department of Commerce's Economic Development Administration (EDA) has approved your application for a \$941,250 EDA investment for the Industrial Park Roadway Expansion.

Attached is the Financial Assistance Award. Your agreement to the terms and conditions of the award should be indicated by the signature of your principal official on the Financial Assistance Award. Once signed, the executed document should be returned to me, at sbrehm@eda.gov. If not signed and returned within 30 days of receipt, EDA may declare the Award null and void.

Upon receipt of this letter please contact Jerry Figliulo, Construction Project Manager, at 708-490-8431 or gfigliulo@eda.gov, to schedule your mandatory post-award conference. The award conference should be scheduled within 30 days of award.

Please do not make any commitments in reliance on this award until you have carefully reviewed and accepted the terms and conditions. Any commitments entered into prior to obtaining the approval of EDA in accordance with its regulations and requirements will be at your own risk.

EDA's mission is to lead the Federal economic development agenda by promoting innovation and competitiveness, preparing American regions for growth and success in the worldwide economy. EDA implements this mission by making strategic investments in the nation's most economically distressed communities that encourage private sector collaboration and creation of higher-skill, higher wage jobs. EDA investments are results driven, embracing the principles of technological innovation, entrepreneurship and regional development.

I share your expectations regarding the impact of this investment and look forward to working with you to meet the economic development needs of your community.

Sincerely,

Susan M. Brehm
Regional Director

Attachment: 1. Award Letter - Antigo.docx (3897 : US Dept of Commerce EDA Award for Saratoga Industrial Park Investment # 06-01-06277)

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER

RECIPIENT NAME

PERIOD OF PERFORMANCE

STREET ADDRESS

FEDERAL SHARE OF COST

\$

CITY, STATE, ZIP CODE

RECIPIENT SHARE OF COST

\$

AUTHORITY

TOTAL ESTIMATED COST

\$

CFDA NO. AND NAME

PROJECT TITLE

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (NOVEMBER 2020)

R & D AWARD

FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE

SPECIFIC AWARD CONDITIONS

LINE ITEM BUDGET

2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS,
AS ADOPTED PURSUANT TO 2 CFR § 1327.101

48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES

MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.

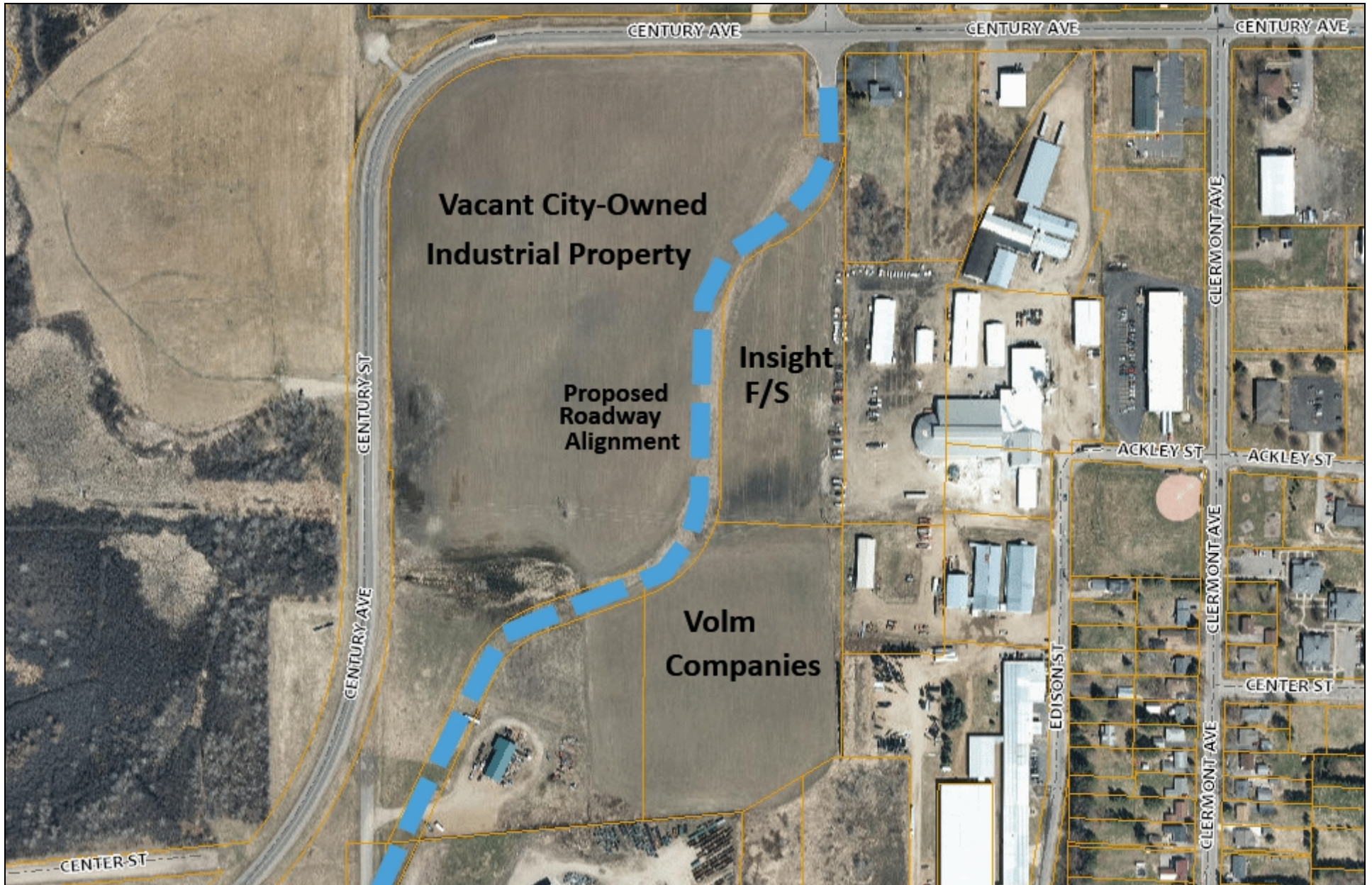
OTHER(S): _____

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

DATE

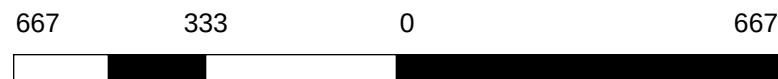
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

DATE



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City of Antigo GIS



SCALE: 1" = 4,000'



Print Date: 5/6/2020