



CITY OF ANTIGO

PUBLIC WORKS COMMITTEE MEETING

MULTI-PURPOSE ROOM

Wednesday, June 26, 2019

CITY HALL, 700 EDISON STREET

5:30 PM

Call to Order

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

1. Approval of the Minutes from the May 22, 2019 Meeting
2. Complaint Regarding Grass Cutting and Special Assessment at 202 Deeglise Street (Requested by Dan Krueger)
3. Safety Issue on Western Avenue When Going South and the Possibility of Striping a Center Line (Referred by Alderperson Henricks)
4. Purchase of Ultraviolet Lightbulbs and Quartz Sleeves for the Disinfection System at the Waste Water Treatment Plant
5. Approval of Contract with REI Engineering, Inc. Regarding Removal of Tanks at 511 Clermont Street
6. Consideration of a Candidate Project(s) for the 2020-2025 Surface Transportation Program (Urban) and the Local Bridge Funding Categories
7. Consideration of Candidate Road Project as a MSI Discretionary Project (MSI-D) through the WisDOT Application Process

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: June 20,2019

TOM BAUKNECHT



"Antigo Area on the go"

Public Works Department

1020 W. Pierce Avenue

Antigo, WI 54409

715-623-4754

June 5, 2019

**Dan Krueger
704 ½ Sixth Ave
Antigo, WI 54409**

Dear Owner:

This office has received a complaint regarding grass/weed growth at your property located at 202 Deleglise St. Please be aware that the City of Antigo does have a grass/weed ordinance (Sec. 6-6, Sec 6-4 copy enclosed) regarding the height in which these grasses and weeds are allowed to grow. You must bring your lot into compliance within five (5) days of the date of this letter or I will dispense personnel to bring it into compliance and you will be charged the following:

Contractors fee for service minimum of ½ hr.

If tractor used – state rate charged.

Plus \$75.00 administration cost per Ordinance No. 1254B

This is the only notification you will receive regarding this property. If further occurrences within one calendar year arise, the property will be turned over to a contractor supplied by the city without further notification, and the owner will be billed accordingly. The City also has an ordinance that it is a violation to put grass/debris in the street or flowline of the street.

Thank you for your attention in this matter.

**Office of the Street Commissioner
City of Antigo Public Works**

201-2628

Attachment: Krueger grass complaint (2854 : Grass Complaint)

I have a complaint about the way the grass was cut on my property and the fact that I informed the city I was going to take care of it that week.



**INFRASTRUCTURE
ALTERNATIVES, INC.**

June 26, 2019

To: The City of Antigo Public Works Committee

Under WWE-3 of the Capital Improvements for 2019, there is \$5,000.00 budgeted for the replacement of ultraviolet lightbulbs and quartz sleeves for the disinfection system at the waste water treatment plant.

Per the City of Antigo's purchasing policy, purchases not to exceed \$6,000.00 can be done per the gathering of quotations from vendors. I have reached out to Energenecs, the regional distributor for Xylem, the company that manufactured the disinfection system, as well as the Xylem Company for quotations. Energenecs did not respond to my request, but I did get a response from Xylem. Attached is their quote for bulbs, quartz sleeves, and ballasts, which ignite the bulbs. As Energenecs did not respond, I only have the option of purchasing from Xylem.

My plan is to purchase six ballasts, totaling \$3,920.40, seven individual bulbs, totaling \$976.50, for a grand total of \$4,896.90. This total is under the budgeted amount of \$5,000.00.

If you have any questions please feel free to contact me.

Thank you,

TOMMY HORSWILL
PROJECT MANAGER

IAI | Clean Water Solutions

Mobile 715.216.6243

www.iaiwater.com | thorswill@iaiwater.com

Attachment: PW 6-26-19 Memo (IAI) (2853 : Ultraviolet Lights WW Plant)



**INFRASTRUCTURE
ALTERNATIVES, INC.**

Attachment: PW 6-26-19 Memo (IAI) (2853 : Ultraviolet Lights WW Plant)



City of Antigo, WI
700 Edison St
Antigo, WI 54409

QUOTATION (DUE by MONDAY, JUNE 17, 2019 @ 10:00 a.m.)

(Electronic responses by e-mail to thorswill@iaiwater.com are acceptable)

2019 UV BULB, BALLAST, AND QUARTZ SLEEVE REPLACEMENT PROGRAM

CONTACT INFO:

Date: 06/07/19
Company: XYLEM WATER SOLUTIONS US _____
Contact Name: JULIE ROPIC _____
Address: 4828 PARKWAY PLAZA BLVD. SUITE 200, CHARLOTTE NC 28217 _____
Phone: 704-409-9793 _____
Email: JULIE.ROPIC@XYLEMINC.COM _____

SCOPE OF PROGRAM (Wedeco TAK55 UV disinfection system):

- Replacement supply of back up bulbs, ballasts, and sleeves for UV disinfection system at the wastewater treatment facility.
 - Bulb: 76-6102394 ECORAY ELR30 UV lamps
 - Quartz sleeves: 76-33309
 - Ballasts: 76-610 87 37
- Quoted price must include total cost of bulbs, sleeves, and shipping.
- We anticipate the purchase of up to \$5,000 in combined product

QUOTED PRICES:

Bulbs (\$) 139.50 each bulb Please list # bulbs per case – Sold Individually – Box size is 63

Make: WEDECO ECORAY® Part #: 76-6102394

Ballasts (\$) \$653.40 each ballast Please list # ballasts per box - Sold Individually – Box size is 6 Make: WEDECO ECORAY® Part #: 76-6108737

Quartz Sleeves (\$) 153.90 each sleeve Please list # sleeves per case - Sold Individually – Box size is 15 Make: WEDECO _____ Part #: 76-33309

Signature _____



To: Mayor and City Council
From: Charley Brinkmeier, Land Surveyor/Project Manager
Date: June 26, 2019
Re: Approval of Contract with REI Engineering, Inc. Regarding Removal of Tanks at 511 Clermont Street

During the removal of the 5 tanks that were discovered at the Langlade Laundry site, 511 Clermont St, REI was required by the Wis DNR to take soil samples under the tanks to determine if there was any leakage from any of the tanks. After a lab analysis it was that at least one tank had leaked and the Wis DNR has informed us that we have 30 days to hire a consultant to investigate the extent of the contamination.

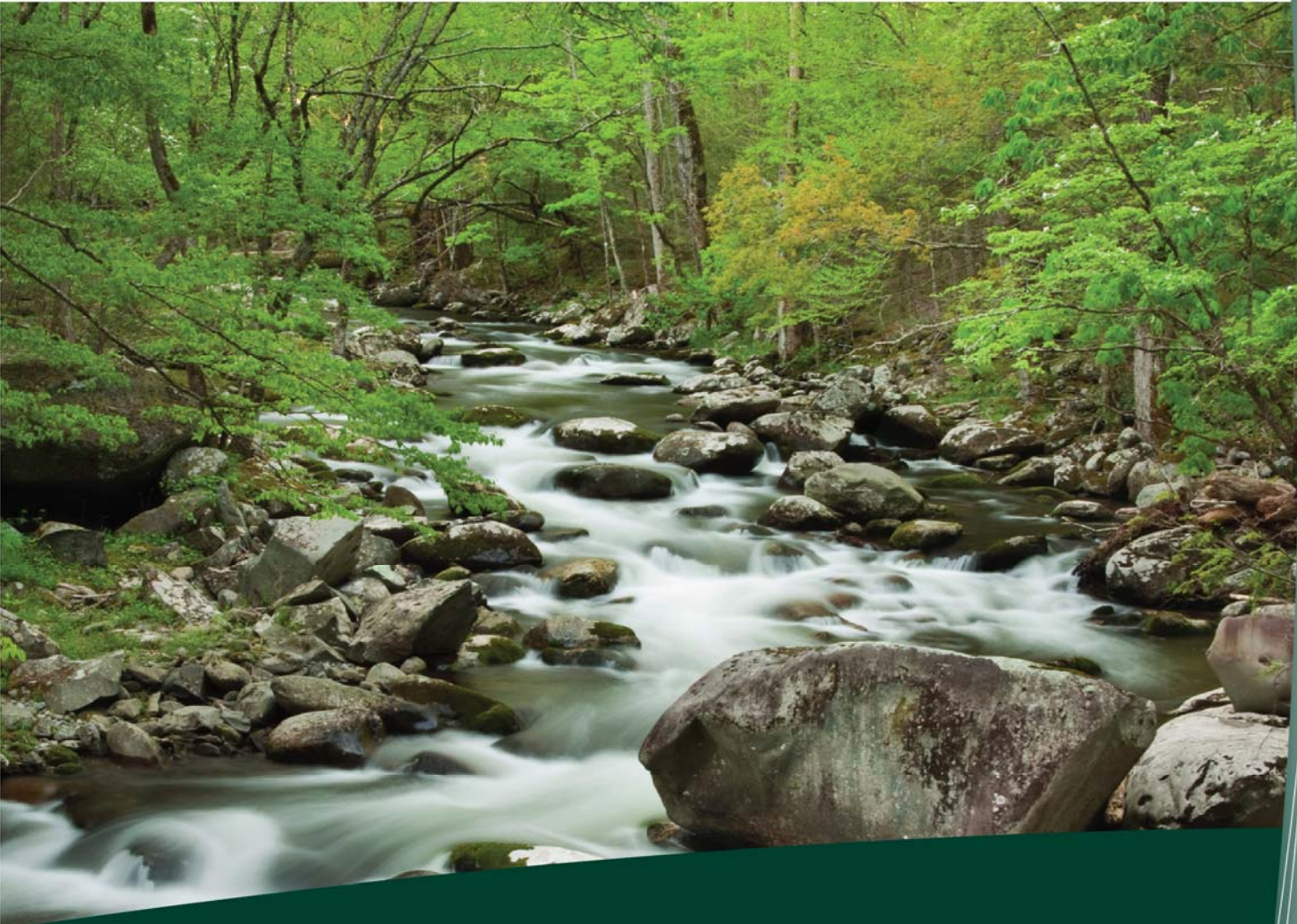
We have worked with REI in the past and we would recommend approval of this contract with the funds to come from the Demolition account.



**CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING**

ENVIRONMENTAL SITE INVESTIGATION PROPOSAL

**FORMER LANGLADE CLEANERS
511 CLERMONT STREET
ANTIGO, WI
WDNR BRRTS#03-34-583708**



Submitted To:

City of Antigo
c/o Charley Brinkmeier
700 Edison Street
Antigo, WI 54409
June 13, 2019

Prepared By:

REI Engineering, Inc.
4080 N 20th Avenue
Wausau, WI 54401
(715) 675-9784

COMPREHENSIVE SERVICES WITH PRACTICAL SOLUTIONS



Why Choose REI?

Thank you for requesting a proposal from REI Engineering, Inc. (REI). We have enclosed a copy of REI's Professional Services Agreement. If the Agreement is acceptable, please sign and return to our office. We will begin our services upon receipt of the executed agreement and your authorization.

We offer comprehensive services with practical solutions. Client satisfaction is achieved through a

clear understanding of the regulatory process and applying it to your project.

At REI, your opinion matters. We contact every client to evaluate and improve our services. We listen to you and offer solutions according to your expectations.

The following statistics demonstrate our commitment to exceeding your expectations and are based on a 5 year average.



Would you hire REI again?

100%



Did REI meet your expectation on the quality of service?

99.6%



99.4%

Did REI keep you informed on project progress?



Did REI meet your deadlines?

99%

How would you rate REI out of 5 stars?



2.5.a
REI

**CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING**

What are our clients saying?

"From the initial contact and continued direction... have found REI to be an absolute asset to see the pace of my projections and projects to be fully completed on time. Very knowledgeable and professional."

Northcentral Technical College

"I can always count on REI to provide me the services they promise by the deadlines (sometimes even unreasonably) set for them."

Ruder Ware

"REI does that little bit extra that makes projects go as smoothly as possible and they are very nice people."

Merrill Area Development

"REI has been an excellent organization to work with. They make it a pleasure to do business with them. As we at River Valley Bank would say REI is incredible."

River Valley Bank

"REI Continues to be a very reliable and capable business partner. They instill confidence, meet deadlines, and are just good people to do business with. From the person that answers the phone, to the various individuals engaged in the final outcome; professionalism, courtesy and service is outstanding."

Greenheck Fan Corporation

Attachment: Site Investigation Proposal (2852 : Langlade Laundry Tanks)

What REI Can Do For You

REI Engineering specializes in exceeding client expectations in civil engineering, surveying, environmental and safety consulting. Client satisfaction is achieved through a clear understanding of the regulatory

process and applying it to individual projects. Simply put - the vast number of repeat clients at REI indicate that we align our priorities with those of the client's to accomplish success.



CIVIL ENGINEERING DESIGN AND CONSTRUCTION

Unmatched project delivery supported by integrity and quality



LAND SURVEYING

Premier, accurate provider of surveying and land planning services, with commitment to efficient technology utilization and regulatory developments



ENVIRONMENTAL CONSULTING AND EMERGENCY RESPONSE

Dedicated and experienced professionals apply critical thinking to deliver cost effective solutions



SAFETY CONSULTING

Identifying economic solutions to comply with safety and regulatory compliance, implementing plans and executing training



Our Sister Company

Our sister company, Northwest Petroleum Service, Inc. has been installing and servicing complete fueling systems for over 45 years. NPS works closely with our customers in Wisconsin and Michigan's Upper Peninsula to choose the most efficient design for Aboveground, Underground, Point of Sale (POS), and EMV compliance.

INTRODUCTION

On June 4, 2019, REI Engineering, Inc. (REI) submitted to the Wisconsin Department of Natural Resources a Tank Removal Site Assessment (TSSA) for the site located at 511 Clermont Street. One (1) 2,500-gallon vertical, two (2) 500-gallon vertical, one (1) 500-gallon horizontal, and one (1) 250-gallon vertical underground storage tanks (USTs) were removed from the above referenced site location after being discovered during the removal of the former structure from the property. All five (5) USTs consisted of single wall steel. The exact age of these tanks is not known, however an Underwriter's Laboratories tag, located adjacent to one (1) of the tanks, indicated the tanks may have been installed in the early 1970's.

In November 2018, one (1) 500-gallon horizontal UST was removed from the property. The UST was discovered to be filled with water, which was pumped from the UST and drummed for later disposal by the certified tank cleaning contactor. After the discovery of four (4) vertical USTs on the property and varying amounts of water in the USTs, the project was paused. In April 2019, the remaining four (4) vertical USTs were removed from the property.

Analytical results for the TSSA revealed soil contamination exceeding state standards. On June 10, 2019, The City of Antigo received a "responsible party" for the identified contamination letter identifying their responsibilities as the owner of the property with contamination exceeding state soil standards. This letter requires the City to retain the services of a qualified consultant within 30 days and submit a site investigation work plan within 60 days.

The purpose of the following work scope will be to conduct additional investigative and reporting activities required to move the site towards closure with the Wisconsin Department of Natural Resources (WDNR).

SCOPE OF WORK

1. Upon being retained as consultant, REI will provide notification to the WDNR as required by the June 10, 2019 letter that REI has been retained to conduct the environmental investigation.
2. REI will prepare correspondence and provide to the WDNR project manager for a workplan detailing the specific work that is being planned to define the degree and extent of the contamination.
3. REI will coordinate a public utility locate a minimum of three (3) days in advance of any site work.
4. Mobilize to the site to advance eight (8) hydraulic push soil borings. These soils borings will be advanced in the location of the four (4) former USTs as well as east, west and north of the former USTs. The borings will be advanced to encountered groundwater which is anticipated to be at approximately twenty-two (22) feet below land surface (bls). Photographs of the boring location will be taken for documentation purposes.
5. REI will field screen soil samples using a Photoionization detector (PID) to detect the presence of organic vapors in the soil. The samples collected will be submitted for Volatile Organic Compounds (VOCs). Up to two (2) soil samples will be collected from each boring and submitted for laboratory analysis (16 total soil samples).
6. REI will collect groundwater samples from four (4) select soil borings. Groundwater samples collected will be submitted to a state certified laboratory for analysis VOCs.
7. REI will containerize all investigative waste (soil cuttings and purge water) on site until analytical results are received. This will allow for arrangements to be made

for proper disposal. REI will include documentation of disposal in the site investigation report.

8. REI will create a detailed site map showing all significant features including the former USTs, approximate property lines, etc.
9. If contamination is defined upon the completion of this scope, REI will prepare a site investigation report (SIR) and submit to the WDNR. This report is now required as part of the closure process.
10. If contamination is not defined and additional investigative work is required, REI will prepare a scope of work and communicate with the client and client's insurance for the extent of the work and proposed anticipated costs to complete the investigation.
11. If contamination is defined and the site is eligible for case closure consideration by WDNR, upon review and approval of the SIR by the WDNR, REI will prepare and submit a Closure and Geographic Information System (GIS) registry packet. These materials will document the findings and residual contamination and allow for closure of the site.
12. The current WDNR fees for closure review and GIS database registry are currently a maximum of \$1,700.00 and are not included in this scope of work.

CONDITIONS

Should unanticipated conditions develop necessitating changes in the work scope, REI will notify you immediately. The cost will be based on the actual work completed in accordance with our current standard fee schedule. The client encourages REI to take all measures that are necessary to preserve and protect the safety of REI's personnel, the public, and/or the environment.



Professional Services Agreement

2.5.a

Proposed Services: Environmental Site Investigation Proposal
Site: Former Langlade Cleaners, 511 Clermont Street, Antigo, WI
Client: City of Antigo, Mr. Charley Brinkmeier, 700 Edison Street,
Antigo, WI 544409
Date: June 13, 2019
REI Project No.:

REI's Scope of Services on the project is limited to the Work Scope previously stated in the proposal document.

REI has relied on the following understanding in preparing the Work Scope and basis of payment: Property address and prior TSSA report

REI will provide the following deliverables: Notification, Workplan, Site Investigation report. Closure submittal once site is eligible to proceed to closure.

Services provided by REI will be reimbursed by the Client at REI's hourly rate schedule. The fee will be invoiced upon completion of the project. REI has estimated the costs for the scope of work as follows.

Subcontracted Services

Hydraulic push soil borings	\$2,574.00
Laboratory analysis of soil and groundwater samples	\$1,465.00
Disposal of soil cuttings and purge water	\$165.00

Professional Consulting Services

Project management and coordination, WDNR Notification, reports	\$3,374.00
Travel, Field Time, equipment and supplies	\$1,530.00

Estimated Project Total	\$9,108.00*
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**Preparation of case closure submittal is not included in this proposal*

General Conditions: See "General Conditions"

Advanced Payment: N/A

By executing this Agreement, the Client and REI acknowledge that this Agreement is limited to the expressly enumerated Work Scope and Deliverables; that it is premised upon the Client representations set forth herein; and that it is subject to the general and supplemental conditions (if any) incorporated herein.

CLIENT:

Signature: _____

Printed Name: _____

Title: _____

Phone number: _____

Date: _____

REI ENGINEERING, INC.:

Signature: _____

Printed Name: Kenneth J. Lassa

Title: Senior Consultant

Date: _____

General Conditions

PART 1: TERMS OF AGREEMENT

REI agrees to provide to the Client the deliverables and services enumerated in the attached Scope of Services and Deliverables. Amendments to the Scope of Services and Deliverables shall be in writing and approved by the Client or may be as verbally requested by the Client if subsequently confirmed by REI in writing and actually provided or performed by REI. The Agreement may be considered withdrawn by REI unless executed by the Client and returned to REI within 30 days of date of offering.

PART 2: FEES FOR SERVICES

Client agrees to compensate REI for services by REI, its subcontractors, or subconsultants in accordance with the Basis of Payment. Any amendments to the Basis of Payment shall be made by mutual consent of REI and the Client. REI will submit invoices to Client approximately monthly, and a final invoice upon completion of services. Invoices will show charges based on the agreed Basis of Payment. A detailed itemization of charges will be provided to the Client's request for a reasonable charge.

The Client will pay the balance stated on the invoice unless the Client notifies REI in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. All unchallenged items on the invoice shall be paid within 15 days. Payment is due upon receipt of invoice and is past due thirty (30) days from invoice date. On past due accounts, Client will pay finance charge of 1.5% per month.

REI will notify you in advance to schedule costs are expected to exceed the estimates. In such events, you may wish to: Authorize additional funds to complete the work as originally defined, redefine the scope of work in order to fit the remaining funds, or request the work is stopped at the specific expenditure level. If the third option is chosen REI will turn over such data, results, and material completed at the authorized level without further obligation or liability to either party except for payment of work performed.

PART 3: SITE INFORMATION/SITE ACCESS/DELIVERABLES

The Client shall inform REI of all known information regarding existing and proposed conditions of the property that may affect REI's completion of the Scope of Services and Deliverables. The Client will immediately provide REI any new such information of which the Client becomes aware during the course of the Project.

(Utilities) The Client agrees to provide REI, prior to starting its services, all information known or available to the Client regarding the presence and location of any buried or concealed pipes, tanks, cables, utilities, or manmade objects on or beneath the property that may affect or may be affected by REI in completing the Scope of Services. Client agrees to waive any claim against REI and to indemnify, defend, and hold harmless REI and its subcontractors, consultants, agents, and employees from any claim or liability for injury or loss arising from damaged utilities, concealed pipes, tanks, cables, or other manmade objects not made known to REI by the Client. Client agrees to hold harmless and indemnify REI from any claim or liability arising from damage to buried pipes, cables, or utilities improperly marked or designated by "Diggers Hotline" or similar other utility location service.

(Property Lines) The Client shall have responsibility to provide to REI accurate and reliable information regarding property lines and property ownership, unless ascertainment of the same is expressly included with the Scope of Services. The Client agrees to indemnify and hold harmless REI from any and all damages, claims, penalties, forfeitures, or other losses arising from inaccurate or incomplete information provided hereunder, otherwise failing to comply with the requirements of this section.

The Client shall furnish right of entry to REI, its subcontractors, employees, and agents as deemed necessary by REI to complete the Scope of Services and Deliverables. Client agrees to cooperate with REI such that the Scope of Services and Deliverables can be completed. The Client agrees to hold REI harmless from any losses or penalties due to delays in the completion of the Scope of Services and Deliverables arising from Client's failure to comply with this section.

REI provides the Scope of Services and Deliverables enumerated in this Agreement to the Client for the Client's sole and exclusive use only in connection with the Project and only for the Deliverables' intended purpose.

While REI will take reasonable precautions to minimize any damage to property, it is understood by the Client that in the normal course of REI's services, some damage may occur. The restoration of any damage is the responsibility of the Client. If the Client directs REI to restore property to its former condition, the costs associated with restoration will be added to REI's fee.

Ownership of Documents. In accepting and utilizing any drawings, specifications, reports, work product, or other data, including data on any form of electronic media (all hereafter referred to as drawings and data) generated and provided by Engineer, Client covenants and agrees that all such drawings and data are instruments of service of Engineer, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory, and other rights, including copyrights, whether the Project is completed or not. In the event of conflict between electronic media and sealed drawings, sealed drawings govern. Client further agrees not to use the drawings and data, in whole or in part, for any purpose or project other than the Project which is the subject of this Agreement. Client shall make no claim against Engineer resulting in any way from unauthorized changes or reuse of drawings and data for any other project by anyone. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than Engineer or from any reuse of the drawings and data without prior written consent of Engineer. Under no circumstances shall transfer of drawings and data and other instruments of service on electronic media for use by Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

PART 4: HAZARDOUS MATERIALS

The Client shall inform REI of any and all hazardous waste or toxic substances located or present on the property, the disposal or discharge of which requires notification to the Wisconsin Department of Natural Resources pursuant to sec. 292.11, Wisconsin State Statutes, or any other applicable environmental law or regulation. The Client agrees to indemnify and hold harmless REI from any and all claims, liabilities, penalties, or remedial orders arising from the discharge, disposal, or spill of any hazardous or toxic substance on the property not identified by the Client and made known to REI.

The Client and REI acknowledge that, prior to the starting its services, REI has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic or hazardous substance or other material found, identified, or as yet unknown on the property.

If, while performing the services, hazardous or toxic substances are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, Deliverables, time schedule, and Payment Schedule will become subject to renegotiation or termination at the discretion of REI. The Client agrees to hold harmless REI from all claims, penalties, losses, or liabilities arising from a delay in the completion of the services or work due to the unanticipated discovery of hazardous or toxic substances.

The Client releases REI from any claim for damages, penalties, or remedial orders resulting from or arising out of any pre-existing environmental conditions at the site where the services or work is being performed which are not directly or indirectly caused by and did not result from, in whole or in part, any error or omission of REI, its subcontractors, agents, employees, and representatives.

Nothing contained within this Agreement shall be construed or interpreted as requiring REI and its subcontractors 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 or toxic materials.

PART 5: SUBCONTRACTORS

The Client hereby acknowledges that REI may use the services and goods of subcontractors to perform the Scope of Services and Deliverables set forth in this Agreement. To the extent the subcontractors are chosen or utilized at the full discretion of REI, REI shall remain responsible to the Client for the work and services of its subcontractors. If the Client exercises any control over the selection of Subcontractors utilized to complete the Scope of Services or utilizes or arranges for other contractors to perform work and services relating to, associated with, or otherwise affecting the Scope of Services or Deliverables provided by REI, REI shall not be liable or responsible for the means, methods, and quality of the work performed by such contractors and the Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses arising from or due to, in whole or in part, the contractor's work.

PART 6: LIMITATIONS OF LIABILITY

The Client agrees to limit any and all liability, claim for damages, cost of defense, or expenses levied against REI, including its employees, agents, directors, officers and subcontractors, whether based upon negligence, omissions, strict liability, breach of warranty or contract, performance of services or otherwise, to a sum not to exceed the amount of REI's professional liability insurance coverage at the time such claim, cost, or levy is made.

Notwithstanding any other provision contained herein, in no event shall REI be responsible for any incidental, indirect or consequential damages (including loss of profits) incurred by the Client as a result of REI's negligence or omissions, strict liability, breach of contract or warranty, performance of any Services of this Agreement or otherwise, except in the event of REI's willful misconduct.

The Client or the Client's construction contractor shall have sole and complete responsibility for job site conditions during the course of construction, including construction means and methods, and safety of all persons on the property continuously and not limited to normal working hours.

The Client agrees to hold harmless, indemnify and defend REI from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of, or in any way connected with, (1) the presence, discharge, release, or escape of contaminants of any kind and (2) the acts, omissions or work of the Client or third parties, except for such liability as may arise out of REI's own negligence or willful misconduct in the performance of services under this Agreement.

PART 7: INSURANCE

REI will carry workers compensation insurance and public liability and property damage insurance policies which REI considers adequate. Certificates of insurance will be provided to the Client upon request. REI will remain responsible for liability beyond the limits and conditions of the insurance. REI will not be responsible for any loss or liability arising from negligence, actions, or omissions by the Client or by others.

PART 8: FORCE MAJEURE

Neither party shall be deemed in default of the Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment) results, without its fault or negligence, from any cause beyond reasonable control including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes, or riots. Should unanticipated conditions develop necessitating changes in the work scope, we will notify you immediately. REI will take any and all measures to preserve and protect the safety of REI's personnel, the public, and the environment, and the client agrees to waive any claim against REI.

PART 9: PERMITS

The Client agrees to obtain all necessary permits, licenses, and approvals required for completion of the Scope of Services and Deliverables unless acquisition of the same is expressly included in the Scope of Services. REI makes no guarantee or promises regarding approval of any petition, application, or request for permits, licenses, or approvals necessary for the completion of the Scope of Services and Deliverables. The Client agrees to hold REI harmless from all losses or damages arising from the denial of any petition, application, or request for necessary permits, licenses, or approvals unless said denial is due solely to the negligence of REI.

REI will assist the Client in applying for permits from regulatory agencies to the extent stated in the Scope of Services.

Services required by regulatory agencies as a condition of permit approval, but which are not included in the Scope of Services, will be considered additional services for which the Client will pay REI additional compensation. REI will not perform additional services without the Client's consent.

It is understood that REI's services are limited to the items in the Scope of Services. REI has and will have no additional responsibility for compliance with Wisconsin State Statutes and the Wisconsin Administrative Code, including but not limited to State Statutes Chapters 30 and 31 and Administrative Code Sections NR151, NR216, and TRANS 233, or the site erosion control plan, to whatever extent each applies to the Project. The Client agrees to indemnify, defend, and hold REI harmless for all penalties and actions resulting from noncompliance with the requirements of Wisconsin State Statutes and of the Wisconsin Administrative Code other than for tasks specifically identified in the Scope of Services to be performed by REI.

PART 10: TERMINATION

This Agreement may be terminated by the Client upon not less than seven days' written notice to REI in the event the Project is permanently abandoned. If the Project is abandoned by the Client for more than 90 consecutive days, REI may terminate this Agreement by giving written notice. In the event of termination, the Client will compensate REI in full for services performed prior to termination, together with additional services that are necessary by the termination. Such compensation will be on the basis of REI's standard hourly rates in effect at the time of termination.

PART 11: ENTIRE AGREEMENT

This represents the entire Agreement between the parties and supersedes all prior representations or agreement. No alterations to, or modification of, the terms and conditions of this Agreement shall be effective except as specifically authorized by this Agreement.

PART 12: STANDARD OF CARE

Services performed by REI under this Agreement will be with the level of care and skill ordinarily exercised by members of the profession currently practicing in similar conditions, time, and location. No warranty, express or implied, is made or intended for the services performed under this Agreement.

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
223 East Steinfest Road
Antigo, WI 54409

Tony Evers, Governor
Preston Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



2.5.b

June 10, 2019

CITY OF ANTIGO
CHARLEY BRINKMEIER
700 EDISON STREET
ANTIGO WI 54409

Subject: Reported Contamination at:
 Antigo City (FMR Langlade Cleaners)
 511 Clermont Street, Antigo WI
 DNR BRRTS Activity # 03-34-583708
 WI FID # 734046170

Dear Mr. Brinkmeier:

On June 6, 2019, REI Engineering Inc., on behalf of the City of Antigo, notified the Department of Natural Resources ("Department") that a "hazardous substance discharge or other environmental pollution" was detected at the site described above.

Information submitted to the department regarding this site indicates you are responsible for the discharge of a hazardous substance or other environmental pollution (hereafter referred to as "contamination") at the above-described site. "Site" refers to the property where the contamination occurred and any other property it has migrated to, as defined in Wisconsin Administrative Code ("Wis. Admin. Code") § NR 700.03(56).

This letter explains how to initiate the investigation and cleanup of contamination of the site, and how to access further information and assistance from the department. The longer contamination is left in the environment, the farther it can spread and the more it may cost to clean up. Quick action may lessen damage to your property and neighboring properties and reduce your costs in investigating and cleaning up the contamination.

Legal Responsibilities:

Persons meeting the definition of "responsible party" under Wis. Admin. Code § NR 700.03(51) must follow applicable law to address the discharge of a hazardous substance to the environment or other environmental pollution. Wisconsin Statutes ("Wis. Stats.") ch. 292 and Wis. Admin. Code chs. NR 700 through NR 754 provide specific requirements for undertaking appropriate response actions to address contamination, including requirements for emergency and interim actions, public information, site investigations, remedy selection, design and operation of remedial action systems, and case closure.

General Recommendations for Responsible Parties:

The department recommends that you:

Attachment: 20190610_2_RP_LTR (2852 : Langlade Laundry Tanks)

1. Hire a Qualified Environmental Consultant

To ensure response actions you plan to undertake comply with Wisconsin law, you should hire an environmental consultant within **30 days**, by **July 6, 2019**, to meet the regulatory deadlines listed below. A delay in hiring an environmental consultant could result in you missing key submittal deadlines.

Hiring a consulting firm with staff that have the appropriate State of Wisconsin qualifications to supervise and certify the submittals is a critical component and necessary to meet your requirements. Further, an environmental consultant should be knowledgeable of Wisconsin's technical procedures and laws, and be able to answer questions regarding cleanup requirements. Required qualifications for environmental consultants are specified in Wis. Admin. Code ch. NR 712. Program guidance is available, see *Wis. Admin. Code ch. NR 712 Qualifications and Certifications, RR-081*.

2. Properly Submit Reports on Time with Required Information Included

Wisconsin law includes timeframes for submitting technical documents and conducting work, as well as specifications for what should be included in those submittals. This letter provides a general overview of the timeframes and first steps to take for site investigation and cleanup. For an overview of timing requirements, please refer to *NR 700 Process and Timeline Overview, RR-967*, enclosed.

The department developed the publication *Guidance for Electronic Submittals for the Remediation and Redevelopment Program, RR-690*, to assist responsible parties and consultants in properly submitting documents. Wis. Admin. Code § NR 700.11(3g), and other specific provisions within Wis. Admin. Code ch. NR 700, outline the requirements for submittals, including electronic submittals. Consultants and representatives of responsible parties are required to submit one paper copy and one electronic copy of submittals, including case closure documents. The electronic version must be an exact duplicate of the paper version. Failure to submit both a paper copy and electronic copy delays acceptance of your submittals.

3. Consider the Benefits of a Fee-based Technical Review of your Submittals

In-depth department review of technical reports and submittals is available for a fee. The Remediation and Redevelopment (RR) Program project managers are available throughout the process to answer general questions and provide general input as the site moves toward closure. However, if you want a formal written response from the department, a meeting or both on a specific submittal, a review fee will be required in accordance with Wis. Admin. Code ch. NR 749. **Obtaining technical assistance from department project managers throughout the process is an effective way to prevent problems and delays at the end of the process when case closure is requested.** Forms, a fee schedule, and further information on technical assistance is available at dnr.wi.gov and searching “brownfield fees”.

Required Steps to Take and Documents to Submit:

The steps listed below serve as a general overview only — all mandatory steps and submittals specified in state law must be met before the department can grant “case closure”, which is a determination by the department that no further cleanup is necessary at a site, as defined in Wis. Admin. Code § NR 700.03(3m).

1. **Immediate Actions – NR 708.09:** The law requires you to take any immediate actions needed to halt and minimize harmful effects, unless you are otherwise directed by department staff, and to submit documentation describing immediate actions and outcomes within 45 days after the initial hazardous substance discharge notification is given to the department. A final immediate action report should be submitted in accordance with Wis. Admin. Code NR 708.09.

2. **Scoping and Work Plan Submittal – NR 716.07 and 716.09:** The law requires that you appropriately scope out your site investigation and submit a work plan within **60 days of this notification, August 6, 2019**, for completing a site investigation. The work plan must comply with the requirements in Wis. Admin. Code, chs. NR 700 through NR 754. For additional assistance, the department has extensive guidance on its web page at dnr.wi.gov and search “brownfield publications”.

Prior to and during a site investigation, you must evaluate whether any interim actions are needed to contain or stabilize a hazardous substance discharge or environmental pollution, pursuant to Wis. Admin. Code § NR 708.11. If you undertake an interim action (e.g., free product removal), you must submit documentation of the action per Wis. Admin. Code § NR 708.15.

As you develop the site investigation work plan, you must include an assessment of the vapor intrusion pathway. Wis. Admin. Code § NR 716.11(5) outlines the requirements for when to evaluate for the presence of vapors in the sub-surface and in indoor air. The results and conclusions from the vapor assessment must be included in the Wis. Admin. Code § NR 716.15 site investigation report whether or not you elected to take vapor samples. *Addressing Vapor Intrusion at Remediation & Redevelopment Sites in Wisconsin, RR-800*, is available to help responsible parties and their consultants comply with these requirements.

3. **Field Investigation – NR 716.11:** Following submission of the work plan, the site investigation must be started within the timeframe provided under law. The timeframe varies depending on whether you are requesting the department’s fee-based review of the work plan. If you do not request a fee-based review of the work plan, you must initiate the field investigation within 90 days of submitting the work plan, and you may proceed with the field investigation upon department notification to proceed; however, if the department has not responded within 30 days, from submittal of the work plan, you may then proceed with the field investigation. If a fee and request for department review of the work plan is submitted, the field investigation must begin within 60 days after receiving department approval.
4. **Sample Results Notification Requirements – NR 716.14:** You must report sampling results to the department, owners, occupants, and various other parties within 10 business days after receiving the sampling results, unless a different timeframe is approved by the department, in accordance with Wis. Admin. Code § NR 716.14.
5. **Site Investigation Report – NR 716.15:** Within 60 days after completion of the field investigation and receipt of the laboratory data, the law requires you to submit a Site Investigation Report (SIR) to the department. As part of the SIR or in the Remedial Actions Options Report (RAOR), if there is soil contamination, the responsible party shall identify the current land use (i.e., industrial or non-industrial) and zoning for the site or facility in accordance with Wis. Admin. Code § NR 720.05(5). Also, as part of the SIR or in the RAOR, you must include any interim action report that may be required under Wis. Admin. Code § NR 708.15.
6. **Remedial Actions Options Report – NR 722:** Within 60 days after submitting the SIR, the law requires you to submit a RAOR. The selected remedy in the RAOR should include an evaluation of green and sustainable remediation criteria, as appropriate, as required by Wis. Admin. Code § NR 722.09(2m). This may be submitted as part of a broader SIR.
7. **Remedial and Interim Action Design, Implementation, Operation, Maintenance and Monitoring Reports – NR 724:** Unless otherwise directed by the department, the responsible party shall submit all plans and reports required in Wis. Admin. Code ch. NR 724.

8. **Notification of Residual Contamination or Continuing Obligations – NR 725:** In situations where notification is required, the responsible party must provide submittal(s) that confirms that continuing obligations have been identified and affected property owners have been notified by the responsible parties 30 days prior to case closure, as required by Wis. Admin. Code ch. NR 725.
9. **Semi-annual Reporting -- NR 700.11:** Wis. Admin. Code § NR 700.11(1)(a) requires responsible parties to submit semi-annual site progress reports to the department until final case closure is granted. The reports summarize the work completed over six months and additional work planned to adequately complete the response action at the site. Consultants may submit these reports on behalf of responsible parties. These reports are due in January and July of each year. Please refer to department publication *NR 700 Semi-Annual Site Progress Report, RR-082*, for more information.

Submittals required under Wis. Admin. Code chs. NR 700 - 726

These documents, as applicable, must be submitted to the department prior to the responsible party requesting case closure, unless otherwise directed by the department:

- ☐ Ch. NR 708 reports and documentation for any immediate or interim actions.
- ☐ Ch. NR 712 professional certifications and signatures are included with applicable submittals.
- ☐ Ch. NR 716 work plan(s) and site investigation report.
- ☐ Ch. NR 722 remedial action options report (exception is for Dry Cleaners Environmental Response Fund sites), with the selected remedial action identified.
- ☐ Ch. NR 724 design, construction documentation, operation, maintenance and monitoring plans and reports, including vapor mitigation commissioning.
- ☐ Ch. NR 725 submittal(s) that confirms that continuing obligations have been identified and affected property owners have been notified by the responsible parties 30 days prior to case closure.
- ☐ If requesting case closure, the Ch. NR 726 case closure form and documentation substantiating compliance with the NR 700 rule series.
- ☐ Ch. NR 749 fees have been paid, as applicable, including closure and database fees.
- ☐ Ch. NR 700 semi-annual site progress reports starting six months after notification.

Additional Information:

The department tracks information on all cleanup sites in a department database available at dnr.wi.gov and search “BOTW”. The Bureau for Remediation and Redevelopment Tracking System (BRRTS) identification number for this site is listed at the top of this letter. You may view information related to your site on this database at any time.

All correspondence regarding this site should be directed to:

John T. Hunt
Remediation and Redevelopment Program
Wisconsin Department of Natural Resources
223 East Steinfest Road
Antigo, WI 54409
Johnt.hunt@wisconsin.gov

June 10, 2019

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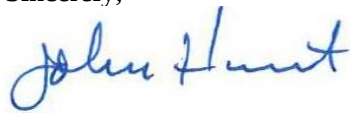
As previously noted, you are required to submit one paper copy and one electronic copy of plans and reports. To speed up processing, your correspondence should reference the BRRTS and Facility Identification (FID) numbers (if assigned) listed at the top of this letter.

Please visit the department's Remediation and Redevelopment Program website at dnr.wi.gov and search "Brownfields", for information on selecting a consultant, seeking financial assistance, and understanding the investigation and cleanup process. Information regarding review fees, liability clarification letters, post-cleanup liability and more is also available.

If you have questions, please call the John T. Hunt at (715) 623-4190 ext. 3115 or Kathleen Shafel at (715) 623-4190 ext 3127 for more information.

Thank you for your cooperation.

Sincerely,



John T. Hunt
Hydrogeologist - Remediation & Redevelopment Program
Northern Region

cc: Matthew Michelski, REI (mmichalski@reiengineering.com)

Attachment: 20190610_2_RP_LTR (2852 : Langlade Laundry Tanks)



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: June 26, 2019
Re: Consideration of a Candidate Project(s) for the 2020-2025 Surface Transportation Program (Urban) and the Local Bridge Funding Categories

We received notification from WisDOT's North Central Region Program Manager that DRAFT project applications for the 2020-2025 STP-Urban and Local Bridge Programs are due by July 15, 2019 with final applications being due by October 15, 2019.

An example of the use of the Local Bridge Program funding is the current reconstruction of the 8th Avenue Bridge over Springbrook Creek. This program typically provides 80% of the design, construction and construction administration costs through the Federal/State process with the municipality paying for 25% of the costs. Based on current pricing you could anticipate a single bridge replacement (including design, construction and construction administration) at a cost of +/- \$750,000 (\$600,000 State/\$150,000 Local). Staff will review the bridge sufficiency ratings prior to the meeting to determine if there are any bridges below the required rating threshold (<50 on a 100 point scale).

The other project funding to consider is the Surface Transportation Program Urban (STP-Urban) of which the City of Antigo receives a periodic entitlement amount based on a 2 to 3 year cycle depending on the Federal allotments. We currently have a fund balance of +/- \$243,000 with our last allotment of \$148,952 in November of 2018 (which was an amount higher than our average). WisDOT at times will allow for a community to apply for funding in advance of future allotments so we will explore this possibility with WisDOT prior to next week's meeting so that we can suggest a project with the greatest potential impact. As a word of caution, only certain roadways within the City (Major collectors or arterials are eligible to receive funding under this category. Staff will review eligible projects and have a recommendation available for the Committee during the meeting.

I attached the cover letter from WisDOT providing some basic program information regarding the program submittal deadlines into your agenda packets and would be happy to address any questions prior to the meeting.

Division of Transportation System Development
North Central Region
510 N. Hanson Lake Road
Rhineland, WI 54501

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Phone: (715) 365-3490
FAX: (715) 365-5780
Email: ncr.dtsd@dot.wi.gov



May 24, 2019

The Wisconsin Department of Transportation (WisDOT) has begun soliciting projects for the 2020-2025 program cycle, which includes the Surface Transportation Program (STP)-Urban, STP-Rural and Local Bridge Improvement Assistance programs. Final applications will be accepted until **Tuesday, October 15, 2019**.

The purpose of the programs is to improve federal aid eligible local rural and urban roads, streets and highways and to rehabilitate and replace the most seriously deficient eligible local bridges.

Program guidelines, project application forms and other information on the application process were made available May 17, 2019 on the following WisDOT Programs for Local Government web pages:

STP-Urban: <http://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/stp-urban.aspx>
STP-Rural: <http://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/stp-rural.aspx>
Local Bridge: <http://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/localbridge.aspx>

Please review the posted information prior to applying for funding through the programs.

STP-Urban projects within urbanized areas (50,000-200,000 or over 200,000 population) are selected by each Metropolitan Planning Organization (MPO) based on its own selection criteria. These projects still require applications but are not subject to a statewide rating and ranking process. Deadline for final STP-Urban application in urbanized is January 10, 2020.

WisDOT Region staff will provide application assistance to the local units of government for the 2020-2025 program cycle. The NC Region will follow the same process used in previous solicitations which includes submittal of a draft application to WisDOT by the project sponsor and collaborated field review of the project if desired by the sponsor prior to the final application deadline. The NC Region has developed the following schedule for this effort:

Program information posted on website:	May 17, 2019
Draft applications due to NC Region:	July 15, 2019
NC Region application and optional field reviews with sponsor:	July 15 – September 15, 2019
NC Region deadline for sending application comments to project sponsor:	September 23, 2017
Final application deadline to WisDOT:	October 15, 2019*
*Final application deadline from MPOs:	January 10, 2020

Final approval of selected projects is currently scheduled for mid-February 2020.

If you have any questions, please feel free to contact me at 715-365-5784 or sandy.stankevich@dot.wi.gov.

Sincerely,

Sandy Stankevich
NC Region Local Program Manager

cc: Jordan Kelbley, WisDOT NC Region
Michael Grage, WisDOT NC Region



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: June 26, 2019
Re: Consideration of Candidate Road Project as a MSI Discretionary Project (MSI-D) through the WisDOT Application Process

Recent communication through the league of Wisconsin Municipalities newsletter indicates the possibility of an additional \$22.8 million dollars being allocated (on a one-time basis) for Cities & Villages under the Local Road Improvement Program's MSID category. If so, the best example of how the City of Antigo has utilized this funding category is the Gowan Road project.

The program provides for a 50/50 match (I believe for up to \$500,000 in grant funds) for local projects which are required to compete on a statewide basis. It is my opinion that the City of Antigo should begin to prepare for the possibility of such funds becoming available and to prioritize a candidate project or two.

This item is on tonight's agenda as an information only item so that your input/thoughts can be taken into consideration as potential projects are developed. If a funding announcement is made in the future staff would then be better prepared to advance an application if the funds are made available.