



# CITY OF ANTIGO

## PUBLIC WORKS COMMITTEE MEETING

**MULTI-PURPOSE ROOM**

**Wednesday, September 28, 2016**

**CITY HALL**

**6:00 PM**

### **Call to Order**

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

1. Approval of the Minutes from the July 27, August 10 and August 24, 2016 Meetings
2. 8Th Ave Bridge - Public Information Meeting
3. MSA Contracts for WWTP
4. WPS Lighting Contracts

### **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: September 23,2016

JIM DARLING



**To:** Mayor and City Council  
**From:** Charley Brinkmeier, Land Surveyor/Project Manager  
**Date:** September 28, 2016  
**Re:** 8Th Ave Bridge - Public Information Meeting

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Public information meeting requested by Troy Robillard of Ayres & Associates



**To:** Mayor and City Council  
**From:** Charley Brinkmeier, Land Surveyor/Project Manager  
**Date:** September 28, 2016  
**Re:** MSA Contracts for WWTP

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Contracts for compliance with our WWTP license regarding Phosphorus and Temperature study.


**PROFESSIONAL SERVICES**

More ideas. Better solutions.

## Amendment No. 1

**To: City of Antigo**  
**Bill Brandt**  
**700 Edison Street**  
**Antigo, WI 54409**

**Date of Issuance: August 22, 2016**

**MSA Project No.: 58052**

This is an amendment to the Agreement dated March 11, 2015 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

**Project Name:** Antigo WWTF Phosphorus and Thermal Compliance 2015

**The project scope has changed due to:** Additional hours associated with Thermal Compliance Reporting and Dissipative Cooling Study required by WDNR.

**The scope of the work authorized is:** As required by the Thermal Study Design, which was submitted to WDNR in June 2015, MSA completed an evaluation of stream temperature data which was collected by the City staff. The data evaluation, and following correspondence with WDNR was completed August 2015 through January 2016 was outside of the original scope of services. Additional hours for data monitoring, evaluation and correspondence with WDNR are as follows:

- Additional thermal compliance monitoring work
  - o 7.0 hrs @ \$88/hour
  - o 0.75 hrs @ \$121/hour
  - o 0.5 hrs @ \$152/hour
- **Fee for thermal data evaluation work:** \$795

WDNR is requiring that a dissipative cooling study be completed in 2016. The study will require additional field testing of temperature and conductivity measurements in the stream during the months of August and October 2016. MSA will complete the necessary field data collection, evaluate data and submit a report to WDNR. Additional hours for the dissipative cooling study are as follows:

- Field Work
  - o Field Prep = 2 hours
  - o Travel = 2 site visits \* 6 hours per visit = 12 hours
  - o Stream and Outfall Monitoring = 2 site visits \* 8 hours per visit = 16 hours
  - o Mileage = 2 site visits \* 322 miles per visit = 644 miles
- Data Analysis
  - o Summarize WWTF Effluent Temperature = 4 hours
  - o Summarize Stream and Outfall Monitoring Data = 8 hours
- Report Preparation
  - o Report Drafting = 16 hours
  - o Dissipative Cooling Request Form = 4 hours
  - o QA/QC = 2 hours
- **Fee for Dissipative Cooling Study work:** \$6,200
- **TOTAL AMENDMENT AMOUNT** **\$6995**

Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a time and materials basis.

**Approval:** MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

**CITY OF ANTIGO**

**MSA PROFESSIONAL SERVICES, INC.**



\_\_\_\_\_  
Bill Brandt

Mayor

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

\_\_\_\_\_  
Tom Fitzwilliams

Wastewater Team Leader

Date: August 22, 2016

700 Edison Street

Antigo, WI 54409

Phone: 715-623-3633

1230 South Blvd

Baraboo, WI 53913

Phone: 608-355-8864

Attachment: 00058052 Amendment #1 (1116 : MSA Contracts for WWTP)

**ATTACHMENT A:  
RATE SCHEDULE  
MARCH 2016/2017\***

| <u>CLASSIFICATION</u>                              | <u>LABOR RATE</u>       |
|----------------------------------------------------|-------------------------|
| Architects .....                                   | \$127-\$159/hr.         |
| Clerical .....                                     | \$60-\$82/hr.           |
| CAD Technician .....                               | \$59-\$110/hr.          |
| Geographic Information Systems (GIS).....          | \$76-\$131/hr.          |
| Housing Administration .....                       | \$60-\$107/hr.          |
| Hydrogeologists .....                              | \$102-\$152/hr.         |
| Planners .....                                     | \$80-\$145/hr.          |
| Principals.....                                    | \$155-\$190/hr.         |
| Professional Engineers .....                       | \$85-\$190/hr.          |
| Project Manager .....                              | \$65-\$180/hr.          |
| Registered Land Surveyors.....                     | \$88-\$150/hr.          |
| Staff Engineers.....                               | \$82-\$120/hr.          |
| Technicians .....                                  | \$62-\$112/hr.          |
| Wastewater Treatment Plant Operator .....          | \$65-\$85/hr.           |
| <br><u>REIMBURSABLE EXPENSES</u>                   |                         |
| Copies/Prints.....                                 | Rate based on volume    |
| Fax .....                                          | \$1.00/page             |
| GPS Equipment .....                                | \$40/hour               |
| Mailing/UPS .....                                  | At cost                 |
| Automobile Mileage – (currently \$0.54/mile).....  | Rate set by Fed. Gov.   |
| MSA Truck Mileage .....                            | \$0.70/mile             |
| Nuclear Density Testing .....                      | \$25.00/day + \$10/test |
| Organic Vapor Field Meter .....                    | \$100/day               |
| PC/CADD Machine.....                               | Included in labor rates |
| Robotics Geodimeter.....                           | \$30/hour               |
| Stakes/Lathe/Rods .....                            | At cost                 |
| Total Station .....                                | Included in labor rates |
| Travel Expenses, Lodging, & Meals .....            | At cost                 |
| Traffic Counting Equipment & Data Processing ..... | At cost                 |

\* Labor rates represent an average or range for a particular job classification. These rates are in effect until March 1, 2017. After March 1, 2017, these rates may increase by not more than 5% per year.

Attachment: 00058052 Amendment #1 (1116 : MSA Contracts for WWTP)



## Professional Services Agreement

This AGREEMENT (Agreement) is made today August 22, 2016 by and between CITY OF ANTIGO (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

**Project Name:** Antigo WWTF Phosphorus Compliance 2017

**The scope of the work authorized is:** The City's WPDES permit requires a status update report be prepared and submitted to WDNR by January 1, 2017. The report needs to identify compliance work that has been completed by the City that was outlined in the Operational Evaluation Report (OER), which was submitted to WDNR in January 2016. MSA will complete the necessary correspondence and evaluation and submit a report to WDNR. The Scope of Work is as follows:

- OER Implementation
  - o Industrial Source Control Status = 3 hours
  - o Chemical Pilot Testing Documentation and Assistance = 11 hours
- Report Preparation
  - o Report Drafting = 10 hours
  - o QA/QC = 2 hours

**The schedule to perform the work is:** Start Date: September 1, 2016  
Completion Date: December 31, 2016

**The estimated fee for the work is:** \$2,500

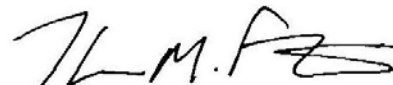
All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis.

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

**CITY OF ANTIGO**

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
Bill Brandt  
Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
  
Thomas M. Fitzwilliams  
Team Leader  
Date: 8-22-16

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

1230 South Boulevard  
Baraboo, WI 53913  
Phone: (608) 355-8864  
Fax: (608) 356-2770

**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 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.

**ATTACHMENT A:  
RATE SCHEDULE  
MARCH 2016/2017\***

| <u>CLASSIFICATION</u>                              | <u>LABOR RATE</u>       |
|----------------------------------------------------|-------------------------|
| Architects .....                                   | \$127-\$159/hr.         |
| Clerical .....                                     | \$60-\$82/hr.           |
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| Robotics Geodimeter.....                           | \$30/hour               |
| Stakes/Lath/Rods .....                             | At cost                 |
| Total Station .....                                | Included in labor rates |
| Travel Expenses, Lodging, & Meals .....            | At cost                 |
| Traffic Counting Equipment & Data Processing ..... | At cost                 |

\* Labor rates represent an average or range for a particular job classification. These rates are in effect until March 1, 2017. After March 1, 2017, these rates may increase by not more than 5% per year.

Attachment: 00058061 2016 PSA Year 2 Phosphorus Compliance (1116 : MSA Contracts for WWTP)



**To:** Mayor and City Council  
**From:** Charley Brinkmeier, Land Surveyor/Project Manager  
**Date:** September 28, 2016  
**Re:** WPS Lighting Contracts

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We have 37 decorative lights under a contract with WPS where they supply the power and we are to supply the parts and maintenance. For these 37 lights there is no meter to safely shut off the power and complete the work. These require WPS to terminate the power so our crews can safely work on them. Then WPS has to return to re-energize the light. The locations include some in the industrial park, City Hall parking lot, couple of the down town parking lots, Anderson Drive subdivision and a few scattered locations.

WPS no longer will continue under these contracts. They are asking that as these lights need repair that we begin with a new standard contract where WPS would own the pole and the maintenance.

They have given us a couple of different options.

1. We could install meters, where possible, then these poles and maintenance are 100% our responsibility. - we are working on getting quotes for the ones that are practical to install a meter, City Hall and the Dixie parking lot.
2. We could have certain ones remove completely.
3. We could remove some decorative ones and replace with wood poles. WPS estimate is \$600 - \$800 per pole and a monthly charge after that of \$31.00 per month. If we do this on a case by case basis the funds would have to come out of the street light operations account.
4. We could remove and replace with a new decorative pole at an estimated cost of \$2,500 per pole and a monthly charge of \$24.00. This would come out of the Street Lighting CIP in which we are changing the description in the budget. The old description specifically listed the downtown area, the new one encompasses the entire City.

We are looking for a which direction the committee would like us to proceed.