



CITY OF ANTIGO

PUBLIC WORKS COMMITTEE MEETING

MULTI-PURPOSE ROOM

Wednesday, November 29, 2023

CITY HALL, 700 EDISON STREET

5:30 PM

Call to Order

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

1. Minutes from the October 25, 2023 Meeting
2. Update on the Inspection and Repair of Drinking Water Well 15
3. Ruekert & Mielke Contract for a Transportation Project Plat for an Estimate of \$65,000
4. Request to waive the bidding requirement for GPS equipment for a total of \$47,752.66
5. Request for a Resolution of Support for the Establishment of a Multi-use Trail Crossing at the Former Intersection of First Avenue and Highway 64 in the Town of Ackley

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 Cheryl Barta, 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: November 21, 2023

TOM BAUKNECHT



To: Mayor and City Council
From: Tommy Horswill, Project Manager
Date: November 29, 2023
Re: Update on the Inspection and Repair of Drinking Water Well 15

Well 15 was pulled and inspected by CTW Wells & Pumps in late October. The well itself was inspected and was found to be in good condition and no further work was recommended.

The attached lists repairs that were needed on the pump itself. As the repair funds were pre-authorized, the parts were ordered and installed on 11-14-2023. The well was chlorinated and pumped to waste.

A bacteriological sample was taken, was deemed safe, and the well was approved for use and back online Friday 11-17-23.

Well 18 remains on their 2023 schedule.



Speed and Innovation is Our WaterMark

October 27, 2023

Mr. Tommy Horswill
City of Antigo
700 Edison Street
Antigo, WI 54409

RE: Antigo Well 15 Inspection Report

Dear Mr. Horswill,

Thank you for the opportunity to serve your community. We have begun the rehabilitation of well 15 and are making the following recommendation:

Well 15

- Well has been colored televised and is in extremely good condition – we are not recommending that any additional mechanical or chemical rehabilitation be completed at this time.

Well 15 Pump

- PUMP - The 3 stage 11" bowl Layne pump has been disassembled and inspected. The cast iron bowls are extremely soft and will not last until the next 10 year maintenance cycle, we are recommending replacement. We would provide an identical bowl assembly providing 600gpm @ 120TDH (output will be controlled by your VFD) with a 2 to 3 week delivery.....**\$6172**
- COLUMN PIPE – 8" column pipe is in poor condition. We are recommending that 35' of column pipe be replaced in conjunction with NEW stainless steel bearing retainers and rubber bearings. We had provided estimates for these items in our initial quote and are stock items.....**\$3211**
- HEAD SHAFT – Stainless steel head-shaft is worn at the stuffing box and will need to be replaced.....**\$550**
- STUFFING BOX – Stuffing box needs to be machined to accept a NEW brass wear sleeve and NEW graphite impregnated Gore-Tex packing.....**\$310**

As noted, the longest lead time will be for the replacement pump (2 to 3 weeks). Please do not hesitate to call with questions or concerns and once again, thank you for the opportunity to serve your community.

Respectfully,

Troy Simonar
CTW Corporation
920-366-9950



Analytical Report

2150 Memorial Drive
Green Bay, WI 54303-6312
P: 920.434.6741 | F: 920.434.7195

CTW CORPORATION
21500 WEST GOOD HOPE ROAD
LANNON, WI 53046-9720

Project Number: 23019536
Report Date: 11/15/2023
Sampled By:

Attn: TROY SIMONAR

PO#: # Samples: 1

Antigo

Sample Number: 53044134
Sample ID: Well #15
Sample Date: 11/14/2023
Date Received: 11/14/2023

Parameter	Results	Units	LOD	LOQ	Dil.	Method	Analyzed	Codes
MICROBIOLOGICAL								
E COLI	Absent					SM9223	11/14/2023	
TOTAL COLIFORM	Absent (Safe)					SM9223	11/14/2023	

All LOD/LOQs adjusted for dilution and/or solids content.
LOD = Limit of Detection LOQ = Limit of Quantitation

BADGER LABORATORIES, INC.
WDNR Certified Lab #445023150
Approved By:

Amanda Vordus

BL:gr

Attachment: Well 15 bacteriological sample 11-17-23 (6533 : Update on Inspection of Drinking Water Well Number 15)

CERTIFICATIONS

STEVENS POINT
WISCONSIN
SP-WDNR Cert. Lab #750110460
SP-DATCP Cert. #105-525

NEENAH
WISCONSIN
HQ-WDNR Cert. Lab #445023150
HQ-DATCP Cert. #105-205

GREEN BAY
WISCONSIN
GB-WDNR Cert. Lab #40
GB-DATCP Cert. #



To: Mayor and City Council
From: Charley Brinkmeier, Land Surveyor/Project Manager
Date: November 29, 2023
Re: Ruekert & Mielke Contract for a Transportation Project Plat for an Estimate of \$65,000

Ruekert & Mielke has been hired as the engineer for the reconstruction of Seventh Avenue from Dorr Street to Clermont Street, and Clermont Street from Seventh Avenue to Tenth Avenue. We are going to be replacing all of the sidewalks also both streets and in doing so Wisconsin Department of Transportation (Wis DOT) is requiring us to obtain a Temporary Limited Easement from the property owners along the project. To complete this task a Transportation Project Plat is required by Wis DOT. Ruekert & Mielke is estimating \$65,000 to complete this task in the Wis DOT format.

We are recommending approval for this contract with the funds to be coming from the Street Construction Capital Equipment/Improvement Plan (CIP).

September 27, 2023

Mr. Charley Brinkmeier
Project Manager/Surveyor
City of Antigo
700 Edison Street
Antigo, WI 54409

Re: Transportation Project Plat (TPP) Proposal

Dear Mr. Brinkmeier:

Ruekert & Mielke, Inc. (R/M) thanks you for the opportunity to submit this proposal for survey services for the Clermont Street Transportation Project Plat (TPP) in the City of Antigo.

Project Description

R/M will provide a TPP on 7th Avenue from South Dorr Street to Clermont Street & on Clermont Street from 10th Avenue to 7th Avenue in the City of Antigo. The TPP will consist of up to 7 sheets and contain up to 50 parcels.

Scope of Services

1. Acquire title reports pertinent to this project.
2. Measure existing right-of-way (R/W) and property monumentation.
3. Measure government corners and ties.
4. Research public records.
5. Review of Legal documents.
6. Review Title work.
7. Develop schedule of lands.
8. Provide Legal descriptions.
9. Provide closure reports.
10. Establish existing R/W lines, easements, alignments, and access control.
11. Develop final TPP.
12. Provide appraisal staking one time. Additional appraisal staking is not included but can be done for an additional cost.
13. Set R/W pins associated with the TPP.

Exclusions and Assumptions

1. All work will be performed by qualified personnel under the direct supervision of a land surveyor licensed in the State of Wisconsin.
2. All Civil CAD work performed will be done in AutoCAD Civil 3D 2022.
3. The project will consist of only Temporary Limited Easements (TLE) that do not need to be permanently monumented. Therefore, it is assumed that only block corners will need to be recorded with R/W pins.
4. Revisions to the TPP due to design changes after the TPP has been recorded are not included but can be done for an additional cost.



Mr. Charley Brinkmeier
 Proposal for Transportation Project Plat (TPP)
 September 27, 2023
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Fee

The services described above will be performed on a lump sum basis as summarized below. Permit fees are included below as an actual cost without markup with the estimated fees shown below.

		Authorized
Purchase Title Reports	\$15,000	☐
TPP	\$50,000	☐
Total.....	\$65,000	

The above described professional services will be provided to you in accordance with the attached two-page **RM Standard Terms & Conditions (Engineering)** dated June 17, 2014, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and return a fully executed copy to our office.

Respectfully,

RUEKERT & MIELKE, INC.

Colin L Meisel, P.E. (IA, IL, MI, SD, WI)
 Team Leader
cmeisel@ruekert-mielke.com

CLM:cal
 Enclosure
 cc: File

Attachment: R&M 7th Ave Clermont TPP Proposal (6468 : Ruekert & Mielke Contract for a Transportation Plat)



Mr. Charley Brinkmeier
 Proposal for Transportation Project Plat (TPP)
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Transportation Project Plat (TPP) Proposal
 Between City of Antigo
 and
 Ruekert & Mielke, Inc.
 Dated September 27, 2023

CLIENT NAME:

City of Antigo

ENGINEER:

Ruekert & Mielke, Inc.

By: _____

By: 
 Ryan T. Amtmann, P.E.

Title: _____

Title: Vice President

Date: _____

Date: September 27, 2023

Designated Representative:

Designated Representative:

Name: _____

Name: Colin L. Meisel, P.E.

Title: _____

Title: Team Leader

Phone Number: _____

Phone Number: (920) 393-6551

Attachment: R&M 7th Ave Clermont TPP Proposal (6468 : Ruekert & Mielke Contract for a Transportation Plat)

A. Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Authorized Representative

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Engineer

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

E. Construction Review

Engineer will observe the work as agreed to for general compliance with the construction documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer has no stop work authority.

F. Environmental

Engineer assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

G. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

H. Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner in obtaining permits and approvals as mutually agreed to in writing.

I. Access

Owner shall arrange for safe access to and make all provisions for Engineer and Engineer's consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.

J. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

K. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

L. Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

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

4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph J. "Limit of Liability," of this Agreement.

N. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

O. Force Majeure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

P. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Q. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

R. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT

Attachment: R&M 7th Ave Clermont TPP Proposal (6468 : Ruekert & Mielke Contract for a Transportation Plat)



To: Mayor and City Council
From: Charley Brinkmeier, Land Surveyor/Project Manager
Date: November 29, 2023
Re: Request to waive the bidding requirement for GPS equipment for a total of \$47,752.66

The current survey grade GPS equipment has reached end of life and is no longer functioning. We have received 2 quotes from vendors that deal with this specialty equipment. Seiler Geospatial for a Trimble R12 for \$32,037.66. Turning Point Solutions for a Carlson BRx7 for \$15,715.00. I'm requesting approval to waive the City's bidding requirement and recommend direct purchase for the BRx7 from Turning Point Solutions. The funds will be coming from the Engineering CIP which we have been carrying forward for purchase of this equipment.



To: Mayor and City Council

From: Mark Desotell, Director of Administrative Services

Date: November 29, 2023

Re: Request for a Resolution of Support for the Establishment of a Multi-use Trail Crossing at the Former Intersection of First Avenue and Highway 64 in the Town of Ackley

A meeting held on November 20, 2023, in the conference room of the Langlade County Forestry and Parks Department, was attended by County, City and Town representatives (along with interested parties representing bicycle and ATV/UTV groups) seeking an at-grade trail/route connector across State Highway 64 at the former 1st Avenue intersection.

The “geezers” bicycle group represented by Nick Salm indicated a need for the project and a willingness to join efforts with local ATV/UV group(s) in an effort to secure the necessary Wisconsin DOT permits for the proposal. Representatives of the Becher & Hoppe Consulting firm provided a preliminary concept and lent their expertise in understanding the WisDOT permit application process.

Utilization of the crossing will occur by residents of the City, the Town of Ackley and Langlade County so companion As such, Resolutions of support from each jurisdiction will be sought. A draft copy of such a Resolution is being developed by Al Murray of Langlade County and might be available as a handout on our meeting night.

I encourage the Public Works Committee to support of this effort.

