



CITY OF ANTIGO

COMMITTEE OF THE WHOLE MEETING

COUNCIL CHAMBERS

Wednesday, April 08, 2020

CITY HALL, 700 EDISON STREET

5:15 PM

Call to Order

Discussion and Action May Occur on the Following Agenda Items:

1. Purchase of Two Diesel Mowers and Trade Two Mowers for a Total Purchase Price of \$17,393.10 with Riesterer & Schnell
2. Purchase of an Open Throat Pump for Wastewater Treatment Plant and Waiver of Bidding Process
3. Defer Antigo Neon LLC's Public Improvement Loan Payments for Three Months Due to the Safer at Home Order
4. Consideration of COVID-19 Policies Implemented by the Mayor Under Emergency Powers Declaration 1. Temporary Non Work Related Travel Policy for the Employees 2. Emergency Family and Medical Leave Policy Addendum under the Families First Coronavirus Response Act (FFCRA) 3. Emergency Paid Sick Leave Policy under the FFCRA
5. Designation of "Emergency Responder" List for the Purposes of the Application and Implementation of the Families First Coronavirus Response Act
6. Consideration of a Local Special Emergency Leave Benefit for Employees Classified as Emergency Responders and not Covered under the Families First Coronavirus Response Act (FFCRA)
7. Change Meeting Notification Requirements to Posting in One Public Place and Posting on the City's Website as Allowed by Act 140 Instead of Posting in Three Public Places
8. Amend Ordinance #18-132 (a) Authorize Clerk-Treasurer/Finance Director or Delegate to Issue Operator's Licenses Instead of the Common Council
9. Review of Bids and Recommendation for Contractor Award for the Downtown 5th Avenue Reconstruction Project (Superior to Lincoln) Including Portions of Clermont Street (5th to 6th) and Lincoln Street (5th Northward to Alley) with Street Lighting Improvements on Clermont/Edison Streets (4th to 6th)
10. Design Amendment #4 (Final Request) with MSA Professional Services for the Downtown 5th Avenue Project (Superior to Lincoln Streets)
11. Professional Services Agreement with MSA Professional Services for an Urban Non-Point Source (UNPS) Construction Grant Application for a Detention Pond in Association with the Saratoga Industrial Park Roadway Development Project
12. Professional Services Agreement with MSA Professional Services for Preparation of an Environmental Review Report for the Downtown 5th Ave Project as required by Wisconsin Department of Administration in conjunction with the CDBG CLOSE Grant
13. Review of Bids Including a Recommendation of a Selected Vendor to Supply a Landing Site, Hauling and Tipping Fees Associated with the Spring Curbside Clean-up Effort Conducted by the Street Department

Any Other Matters

Adjournment

The Public is invited to participate by phone. Please call 715-623-3633 ext. 100 for dial-in instructions.

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

DATE MAILED: April 02,2020

BILL BRANDT



To: Mayor and City Council
From: Sarah Repp, Parks, Recreation, and Cemetery Supervisor
Date: April 08, 2020
Re: Purchase of Two Diesel Mowers and Trade Two Mowers for a Total Purchase Price of \$17,393.10 with Riesterer & Schnell

The Park, Recreation, and Cemetery Department recently advertised bids for two mowers and also requested trade value for two mowers.

The original bid advertisement did not have any submissions, so the bid date was extended and Riesterer & Schnell submitted the following:

Total Price for one Mower: \$10,446.55

Total Price for two Mowers: \$20,893.10

Total Value for Trade (Mower #1): \$1,700.00

Total Value for Trade (Mower #5): \$1,800.00

We have CIP Funds budgeted, and I am recommending accepting the bid price of \$20,893.10 for the two mowers. I am also recommending accepting the trades for a total value of \$3,500.00. I am requesting permission to apply the \$3,500.00 trade value to the \$20,893.00 total mower purchase price, which would make our final purchase price with trades: \$17,393.10.



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Wednesday April 8, 2020
Mark Desotell, Mayor, & City Council Members
700 Edison Street
Antigo, WI 54409

There is a Moyno 2000 open throat pump at the WWTP that is in need of repair or replacement. This pump serves to transfer sludge from our belt thickening process to winter storage.

I have reached out to Van Bergen & Markson out of Maple Grove, MN for a quote on a new pump and for parts for a complete tear down and rebuild. A new pump is quoted at \$23,875.08(plus freight). Parts for a tear down and rebuild will cost \$9546.63(plus freight).

Currently there is \$16,000.00 budgeted in 2020 for Moyno pumps under CIP WWE-27. There is not enough money budgeted for a new pump, so rebuilding makes the most sense and my operators can complete the work.

I am asking the committee to accept the quote from Van Bergen and Markson and waive the normal bidding process with the exception of special purpose. Van Bergen & Markson is the regional supplier for Moyno pumps and parts, and orders cannot be placed directly with Moyno. This company originally supplied the pumps to the Antigo WWTP back when they were first placed in service.

If there are any questions regarding this please contact me,

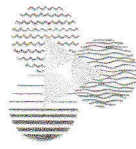
Thank you,

Tommy Horswill
Project Manager: Infrastructure Alternatives
Cell: 715-216-6243
Email: thorswill@iaewater.com

.....
7888 Childsdale Ave
Rockford, MI 49341

Phone: (616) 866-1600
Fax: (616) 866-1611
www.infralt.com

Attachment: Memo for WWTP April 2020 (3339 : Wastewater Pump)

PICK TICKET
**Van Bergen &
Markson, Inc.**

 9366 Deerwood Lane N
 Maple Grove, MN 55369
 Phone: 763.546.4340 Toll Free: 800.422.0791
 www.vbminc.com

Number	316587
Printed	03/04/2020
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Ship To: 01	INFRASTRUCTURE ALTERNATIVES N2420 KOSZAREK ROAD ANTIGO, WI 54409	Bill To: ANTIGO	CITY OF ANTIGO WWTP 700 EDISON STREET ANTIGO, WI 54409-1955
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Reference #	Ordered	Requested	Slsp	Terms	Wh	Freight	Ship Via
ANT30120TH	03/04/20	04/13/20	100/1JS	NET 30 DAYS	01	PRE/ADD	U P S DIRECT

Item	Description	Ordered	Ship	Back	UM	Weight	Loc
Ordered By TOMMY HORSWILL							
PF019D	CONVEYOR ASSY CD EXT-F 2000 G2 NOV Price: 4085.58 EA Ext: 4085.58	1			EA	.0	
KPF952	GEAR JOINT KIT - 4221056000 NOV Price: 1303.75 EA Ext: 2607.50	2			EA	.0	
KPF88Q	GEAR JNT SEAL KIT - 4221062001 NOV Price: 81.26 EA Ext: 81.26	1			EA	.0	
BE113Q	O RING NITRILE SFT QUILL NOV - 3207902236 Price: 5.92 EA Ext: 11.84	2			EA	.0	
PF1423	PACKING PFTE/GRAPHITE - F 2000 NOV - 3403396031 Price: 218.66 EA Ext: 218.66	1			EA	.0	
PF1571	LANTERN RING HALF - SLV NOV - 4230109000 Price: 36.20 EA Ext: 72.40	2			EA	.0	
PF042D	PACKING GLAND HALF CD SLV NOV - 4240144001 Price: 49.50 EA Ext: 99.00	2			EA	.0	
KF003Q	SHAFT SLEEVE KIT NOV Price: 1177.44 EA Ext: 1177.44	1			EA	.0	
PF0911	GEAR JOINT SHELL CD-F 2000 G1 NOV - 4240007004 Price: 339.79 EA Ext: 339.79	1			EA	.0	
PF0917	GEAR JOINT SHELL SS-F 2000 G2 NOV Price: 853.16 EA	1			EA	.0	

Attachment: Van Bergen Markson quotes (3339 : Wastewater Pump)

PICK TICKET
**Van Bergen &
Markson, Inc.**

 9366 Deerwood Lane N
 Maple Grove, MN 55369
 Phone: 763.546.4340 Toll Free: 800.422.0791
 www.vbminc.com

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Reference #	Ordered	Requested	Slsp	Terms	Wh	Freight	Ship Via
ANT30120TH	03/04/20	04/13/20	100/IJS	NET 30 DAYS	01	PRE/ADD	U P S DIRECT

Item	Description	Ordered	Ship	Back	UM	Weight	Loc
	Ext: 853.16 MODEL 2F022G2 CDQ A-SE-X MOYNO PUMP S/N AS4386996 **NOTE: PER THE FACTORY, PUMP MODEL 2F022G2 CDQ A-SE-X IS NO LONGER AVAILABLE FOR PURCHASE. PUMP EQUIVILENT IS 2F022G2M05 CDQ 5 ASA. UPS TRKNG #1Z1480580342144336						

 Extension Tot: 9546.63 (Less Tax + Frt)
 FOB ORIGIN

Total Weight: .0



Janice Schmitz
 Van Bergen & Markson, Inc.
 9366 Deerwood Lane North
 Maple Grove, MN 55369-3634
Phone: 763-546-4340

Email: j.schmitz@vbminc.com
Date: 02.12.2020

Scope#: MIP027650-01
Customer: Infrastructure Alternatives
Project: 2000 Replacement Bare Shaft Pump
Contact: Tommy Horswill

Section: Paragraph: Item(s):

Scope Of Supply

1	PUMP	Moyno 2000 Pump Model: 2F022G2M05CDQ5ASA; w/ Shaft Sleeve; Additional Options: Extension Tube with Auger;
1	Std Warranty	Moyno Standard Warranty: The warranty period is 18 months from the date of shipment from the factory or 12 months from the date of installation at the customer's facility, which ever period expires first;
Net Price		\$23,875.08 Estimated Delivery 12-14 Weeks from receipt of order, or approval for manufacture. Please verify with factory for actual lead time at time of purchase or release for manufacture.

Clarifications

Unless specifically mentioned in our detailed offer for each item listed, the following are NOT included in our price whether specified or not:

Anchor Bolts, Gauges, Panels, Seal or Packing Flush Hardware, Controls, Contacts, VFDs, Starters (AC Motors), Tools, Valves, Video Equipment/Taping, Lubricants, Pressure Switches, Special Paint or Paint Preparation, Timers, Taxes and Noise & Vibration Testing.

Additional Comments/Notes

- Previous AS4386996 Order contains pump 2F022G2CDQASEX which we no longer supply due to NOV no longer making the same exact one. As previously mention the pump on this quote is the alternative pump that is the equivalent as the original pump in application however, this pump is a few inches bigger.
- Drawings have been sent and attached to this email as reference only, not used for mounting purposes.



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: April 08, 2020
Re: Defer Antigo Neon LLC's Public Improvement Loan Payments for Three Months Due to the Safer at Home Order

With Governor Evers issuing the Safer at Home order which has called for non-essential businesses to close, Antigo Neon, LLC has requested to defer the Public Improvement loan payments for three months. The payments would be added to the end of the loan period with no additional interest charged. The payment in lieu of tax would continue to be paid each month.

This is a way that the City can assist a local business who had to close during these unprecedented times. There is one other Public Improvement loan holder and they were contacted with this same deferral option and they have declined.

If the Committee approves this request, a resolution will be on the Council agenda. Should you have any questions, please feel free to contact me.



To: Mayor and City Council

From: Mark Desotell, Director of Administrative Services

Date: April 08, 2020

Re: Consideration of COVID-19 Policies Implemented by the Mayor Under Emergency Powers Declaration 1. Temporary Non Work Related Travel Policy for the Employees 2. Emergency Family and Medical Leave Policy Addendum under the Families First Coronavirus Response Act (FFCRA) 3. Emergency Paid Sick Leave Policy under the FFCRA

Due to the circumstances related to the COVID-19 crisis, the City of Antigo through the authority afforded to the Mayor under the Local Emergency Powers declaration instituted a number of policies related to the Coronavirus public health crisis as follows:

- 1) **Non-work Related Travel Policy** for all employees. Employees are being instructed to comply with Governor Evers's Safer at Home Order and serve as role models for their community and to maintain readiness to return to duty. Travel is at each employee's own peril and employees are accountable for their travel choices. A copy of the policy along with supporting documents is included for your reference. It is anticipated that this policy will continue in effect until such time as it is suspended and/or terminated by the Mayor as based upon updated National, State and Local information related to the COVID-19 crisis.
- 2) **Emergency Family and Medical Leave Policy Addendum** to the City's current FMLA Policy. The Emergency Family and Medical Leave Expansion Act (EFMLEA) is an amendment to the City's existing FMLA policy. The goal of the EFMLEA is to allow for the use of up to 12 weeks of Federal FMLA leave during the COVID-19 crisis. The law permits an eligible employee to take leave when the employee is unable to work (or telework) due to a need for leave to care for a son or daughter (<18 years of age) if the school or place of care has been closed, or the child care provider is unavailable due to a public health emergency.
- 3) **Emergency Paid Sick Leave Policy** as part of the Families First Coronavirus Response Act (FFCRA) establishes paid sick leave entitlement for eligible employees during an absence for qualifying reasons as identified within the recommended policy.

These policies have been enacted as needed/required by National, State and local directives related to the COVID-19 crisis. Your after-the-fact concurrence in their adoption through the Committee/Council process is kindly requested.



Bill Brandt, Mayor
(715) 623-3633 Ext. 152

March 30, 2020

Attention all Employees:

Non-Work Related Travel Policy

The City of Antigo is instituting the following non-work related travel policy for all employees. Employees should strictly comply with Governor Evers's Safer at Home Order and serve as role models for their community and to maintain readiness to return to duty. Travel is at each employee's own peril and employees are accountable for their travel choices.

All planned travel **outside of the counties adjacent to Langlade County** should be reported to your supervisor prior to your departure. We will be providing your Department Head with a Travel Policy Form for your completion.

We understand that your non-work related travel plans may change after having left the workplace on any given evening or weekend taking you on a trip outside of the Counties adjacent to Langlade County. In such cases please report these changes to your Department Head (prior to reporting back to work) so that a decision can be made regarding your return-to-work status.

You should closely review State of Wisconsin Travel Guidance available at <https://www.dhs.wisconsin.gov/covid-19/travel.htm> and by the Langlade County Health Department (the City's receipt of information from the County Health Department is final). The Wisconsin DHS guidance presently states, subject to updating by DHS:

DHS is now recommending Wisconsin residents cancel or postpone all nonessential travel, including travel within the state. At this time, all international and domestic travel is considered risky, and all individuals who spend time outside of their home or local community have some risk of exposure to COVID-19. If international or domestic travel cannot be avoided, be prepared to remain away for an extended period of time if travel restrictions change or if you become sick. You should also be prepared to self-quarantine at home for 14 days upon your return.

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If you are returning from travel. If you traveled anywhere outside of your local community in the past 14 days, you are being asked to stay home and monitor yourself for symptoms for 14 days after you returned. If you were able to practice social distancing during the entire time you were away (for example, you stayed in your car by yourself and kept at least 6 feet distance between yourself and others), you should still monitor your symptoms and practice social distancing.

Stay home. It is important that you avoid contact with others to avoid spreading the infection to others (this is called "self-quarantine").

Monitor your symptoms. Check your temperature twice daily, and write down any symptoms you have (this is called ‘self-monitoring’). If you develop symptoms of COVID-19 like fever, cough, shortness of breath, or others and need medical care, call your doctor. See the Medium risk flier for a chart you can use to log your daily symptoms.

See COVID-19: Monitoring for Illness for more details about self-monitoring and self-quarantine.

Note: Self-quarantine rules may not apply for health care workers and others who perform essential services. Contact your local health department if you have questions about travel-related quarantine guidelines.

Travel beyond Counties adjacent to Langlade County :

Management will decide, based on Travel Form responses, if a 14-day prohibition from returning to work will be required. The determination on the quarantine will be decided on a case-by-case basis. If a work-related quarantine determination is implemented by the City you will be allowed to use 1 week of accrued vacation and 1 week of accrued sick leave time. For employees represented by a collective bargaining unit, the City will follow any accrued paid leave substitution covered by the collective bargaining agreement unless otherwise agreed to by the Union and City. To preserve staffing the City will not allow trades or extensions to occur.

Out of the Country Travel:

If you decide to travel out of the country, upon your return you will be prohibited from returning to work for a mandatory 14-day period. You will not be paid or allowed to use vacation, sick leave, personal time or any accrued comp time during such time away unless you are eligible to use such leave. For employees represented by a collective bargaining unit, the City will follow any accrued paid leave substitution covered by the collective bargaining agreement unless otherwise agreed to by the Union and City.

NOTICE:

If you have any questions, please contact your Department Head or Human Resources. Employees will be updated as additional information becomes available.

Thank you,

Mayor Bill Brandt

City of Antigo, 700 Edison Street, Antigo, Wisconsin 54409-1955
The City of Antigo is an Equal Opportunity Provider
Phone (715) 623-3633 Fax (715) 627-7099
www.antigo-city.org



700 Edison St, Antigo, WI 54409

Phone: (715) 623-3633 x155

MEMORANDUM

TO: All Employees

FROM: Mayor Bill Brandt
Mark Desotell, Director of Administrative Services
Debra Evers, Human Resources Specialist

DATE: March 31, 2020

RE: Families First Coronavirus Response Act and Notice of New City Policies

The pandemic spread of the COVID-19 virus (“coronavirus”) has affected our daily lives profoundly. We are now under declarations of National, State and Local States of Emergency. On Wednesday, March 18, 2020, the Families First Coronavirus Response Act (“FFCRA”) was signed into law. As a result of this new law, the City brings to your attention two new workplace policies that are scheduled to take effect on April 1, 2020. The City is adopting these policies in order to comply with the recently enacted FFCRA, and in furtherance of our City-wide effort to limit the spread of coronavirus among our employees and the general public while maintaining staffing and availability of emergency responders to maintain public health, order, safety, and essential services. Please find attached the City’s Public Health Emergency: Family and Medical Leave Policy and the Emergency Paid Sick Leave Policy required by the FFCRA.

Both policies provide eligible employees with entitlement to paid leaves of absence necessitated by the coronavirus. Please review the policies carefully, as they contain important information regarding eligibility, rights, and responsibilities for paid and unpaid leave. The rights and responsibilities identified in the policies reflect those which are established under the applicable provisions of the FFCRA. The benefits available under these policies take effect beginning April 1, 2020 and sunset on December 31, 2020. Please note that, unless you are notified of revisions to other City policies, they will remain in full force and effect.

Further guidance on the FFCRA is forthcoming from the appropriate governmental agencies. When that guidance is issued, we may be required to make changes to these policies. We will provide you with those changes. In the meantime, we strongly encourage you to familiarize yourself with the Emergency Paid Sick Leave Policy and the Public Health Emergency: Family and Medical Leave Policy.

Please direct all related inquiries to the HR Specialist or to the Dir. of Admin Services. We are happy to discuss these policies with you and how they may affect your unique circumstances.

FAMILIES FIRST CORONAVIRUS RESPONSE ACT (FFCRA) **PUBLIC HEALTH EMERGENCY**

FAMILY AND MEDICAL LEAVE POLICY ADDENDUM TO THE **CITY’S FMLA POLICY**

The Emergency Family and Medical Leave Expansion Act (“EFMLEA”), an amendment to the federal Family and Medical Leave Act (“FMLA”), is part of the Families First Coronavirus Response Act (“FFCRA”). The goal of the EFMLEA is to allow for use of up to twelve weeks of federal FMLA leave during the COVID-19 crisis. The law permits an eligible employee to take leave when the employee is unable to work (or telework) due to a need for leave to care for the son or daughter (under 18 years of age) of the employee if the school or place of care has been closed, or the child care provider of such son or daughter is unavailable due to a public health emergency.

The City endeavors to provide and maintain a safe and healthy workplace and is equally committed to complying with all applicable laws. Accordingly, the City has established this EFMLEA Policy Addendum to our FMLA policy to ensure that employees are informed of their rights and responsibilities as they relate to family and medical leave provided under the EFMLEA. Leave under the EFMLEA provides one additional reason for leave protected under the FMLA. There is variance between some provisions of the EFMLEA and the FMLA however, so we recommend careful review of this Policy. Should you have any questions about this Policy, please contact the Human Resources Specialist.

A. ELIGIBILITY AND REQUESTS FOR LEAVE

Employees who have been employed by the City for at least 30 calendar days and who are eligible under this Policy may be entitled to leave under this Policy. Eligible employees with a qualifying need related to a public health emergency, as described in Section B below, may be eligible for up to 12 weeks of EFMLEA leave. This 12-week entitlement, however, will be reduced by FMLA leave otherwise taken by an employee under the City’s FMLA Policy.

Eligible employees must provide the City with notice of their need for leave under this Policy as soon as reasonably practicable. Notice should be provided either verbally (including by phone) or in writing (including e-mail) to the Human Resources Specialist or the Director of Administrative Services. Requests for leave should not be conveyed via voicemail unless circumstances prevent other forms of communication. The failure to provide notice of your need for leave may result in an unauthorized absence from work.

Employees who are classified as emergency responders are not eligible for leave or the benefits available under this policy, or the FFCRA pursuant to Section 3105 of the FFCRA. The City has classified the following positions as emergency responders for purposes of this policy:

- Director of Administrative Services
- Clerk-Treasurer/Finance Director
- Deputy Clerk Treasurer
- Human Resources Specialist
- Lead Office Assistant in the C/T office
- Public Safety Director/Police Chief
- All sworn law enforcement officers
- Fire Chief
- All firefighters and subordinates of the Fire Chief
- Building Inspector/Zoning Administrator
- Land Surveyor/Project Manager
- Civil Technician/Assistant Building Inspector
- Street Commissioner
- DPW Working Supervisor
- Parks, Recreation & Cemetery Director
- Communication & Technology Supervisor

The nature of the work performed by these employees, the possible need for additional staffing, and the exigent and dire circumstances that may exist when these employees are needed most necessitates their availability as emergency responders. The City may amend this list of emergency responders at any time.

B. QUALIFYING NEED RELATED TO A PUBLIC HEALTH EMERGENCY

The EFMLEA entitles an eligible employee to seek leave to when the employee is **unable to work (or telework)** due to a need to care for the son or daughter (under 18 years of age) of the employee, if the child's school or place of care has been closed, or the child care provider of such son or daughter is unavailable due to a public health emergency.

C. COMPENSATION AND BENEFITS DURING LEAVE

Protected leave under this Policy may consist of a combination of both unpaid and paid leave periods. The first 10 workdays for which an employee takes leave under this Policy are unpaid. While not required, employees may elect to substitute any accrued paid leave benefits available to the employee to cover the first 10 workdays of unpaid leave, including but not limited to, any paid sick leave to which the employee is entitled under the Emergency Paid Sick Leave Policy. To substitute paid leave for the otherwise unpaid period, the employee must satisfy all requirements for taking the accrued leave.

Any leave under this Policy taken after 10 workdays is paid as required by law. For each day of leave the employee takes after 10 workdays, the employee will be compensated in an amount equal to two-thirds of the employee's regular rate of pay multiplied by the number of hours the employee would normally be scheduled to work. In no event shall pay while on EFMLEA leave exceed \$200 per day, and \$10,000 in the aggregate.

During an approved leave of absence under this Policy, the City will continue to make available to the employee the same insurance benefits which are available to similar employees who are not on leave. The employee on leave will continue to have responsibility to contribute his or her portion of any employee-paid premium during leave. If the employee is paid during the leave period, then the premium will be deducted from the employee's pay. If the leave is unpaid, then the employee is responsible for arranging with the Human Resources Specialist the payment of his or her share of the premium during the period of leave.

Upon termination from employment, any remaining premium amounts due from the employee for unpaid coverage will be deducted from the employee's final check, if permitted by law. The failure to make timely premium payments may result in the loss of benefits.

No employee will lose any accrued seniority or benefits while on this protected leave; however, additional seniority and benefits will not accrue during any unpaid period of leave.

D. VERIFICATION OF NEED

For EFMLEA leave under this Policy, a health care provider certification will not be required. The employee may need to provide information supporting the need for EFMLEA Leave. That information may include information that demonstrates the basis for the need to care for the son or daughter under age 18 that makes the employee unable to work (or telework) in circumstances when the child's school or place of care is closed or the child care provider of such son or daughter is unavailable due to a public health emergency. Among other considerations, the City will assess whether spouses or other family members are available to provide needed care thus eliminating the employee's need for the EFMLEA Leave.

Employees who wish to take a medical leave of absence for a serious health condition, for the employee or to provide needed care for an eligible family member, may seek leave under the City's standard FMLA policy. Such leave would not be by the EFMLEA policy addendum. See the FMLA Policy for the procedures for requesting FMLA leave under City policy including certification requirements for FMLA leave.

E. RETURNING FROM EFMLEA LEAVE

Where possible, employees on EFMLEA leave should provide the City with at least 2 weeks' written notice of their intent to return to work, but under no circumstances may an employee provide fewer than 2 workdays' notice of their intent to return to work, if returning early. Any employee who returns from leave within 12 weeks, or the lesser amount of leave that was available to that employee due to other use of FMLA leave, will be reinstated to the same or an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

The City cannot guarantee reinstatement to employees whose leave extends beyond 12 weeks in any 12-month period, except to the extent necessary to comply with applicable state or federal laws. An employee will not have any greater right to employment than he/she would have if FMLA leave had not been taken.

If due to economic conditions or other changes in the operating conditions of the City a position no longer exists, the City will make a reasonable offer to restore employee to equivalent employment; or if no such position exists, the City will continue to consider the employee for equivalent employment that may arise for one year following the conclusion of leave.

F. NONDISCRIMINATION AND NO RETALIATION

The City strictly prohibits any form of discrimination or retaliation in the administration of this Policy. The requesting or taking of leave under this Policy will not be used against an employee in any employment decision, including in the determination of raises, employment opportunities, or discipline. Similarly, leave under this Policy will not serve as a negative factor or count against any employee for purposes of meeting the City's attendance requirements.

It is unlawful for the City to interfere with, restrain, or deny the exercise of, or the attempt to exercise, employees' rights established under the FFCRA, the EFMLEA, or this Policy. The City will not retaliate against individuals because of their participation in or commencement of an action, proceeding, or investigation related to leave entitlement under the FFCRA or this Policy or for opposing any practice made unlawful by the FFCRA. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer in such cases.

G. EXPIRATION OF BENEFIT

In accordance with the EFMLEA, benefits pursuant to the EFMLEA and this policy expire on December 31, 2020.

H. QUESTIONS

If you have any questions regarding the operation or interpretation of this Policy, please contact the Human Resources Specialist.

FAMILIES FIRST CORONAVIRUS RESPONSE ACT

EMERGENCY PAID SICK LEAVE POLICY

In response to the public health crisis created by the pandemic spread of the COVID-19 virus (“coronavirus”), the Families First Coronavirus Response Act (“FFCRA”) was signed into law effective March 18, 2020. As part of the FFCRA, the Emergency Paid Sick Leave Act (“EPSLA”), established paid sick leave entitlement for eligible employees during an absence for qualifying reasons, as set forth below.

The City desires to provide and maintain a safe and healthy workplace and is equally committed to complying with all applicable laws. Accordingly, the City provides paid sick leave benefits to eligible employees in accordance with the EPSLA. This Policy is intended to provide employees with information regarding your rights and responsibilities as they relate to the paid sick leave afforded under the EPSLA. Should you have any questions about this Policy, please contact the Human Resources Specialist.

A. EMPLOYEE ELIGIBILITY

Eligible employees may receive emergency paid sick leave benefits, regardless of their length of employment with the City, provided that a qualifying reason for leave exists and is adequately communicated to the City as soon as practical. Paid sick leave under this Policy is available for immediate use for any of the qualifying reasons identified in Section B.

Employees who are classified as emergency responders are not eligible for paid sick leave or the benefits available under this policy or the FFCRA pursuant to Section 5102 of the FFCRA. The City has classified the following positions as emergency responders for purposes of this policy:

- Director of Administrative Services
- Clerk-Treasurer/Finance Director
- Deputy Clerk Treasurer
- Human Resources Specialist
- Lead Office Assistant in the C/T office
- Public Safety Director/Police Chief
- All sworn law enforcement officers
- Fire Chief
- All firefighters and subordinates of the Fire Chief
- Building Inspector/Zoning Administrator
- Land Surveyor/Project Manager
- Civil Technician/Assistant Building Inspector
- Street Commissioner
- DPW Working Supervisor
- Parks, Recreation & Cemetery Director
- Communication & Technology Supervisor

The nature of the work performed by these employees, the possible need for additional staffing, and the exigent and dire circumstances that may exist when these employees are needed most necessitates their availability as emergency responders. The City may amend this list of emergency responders at any time.

B. QUALIFYING REASONS FOR PAID SICK LEAVE

Employees may use emergency paid sick leave under this Policy if the employee is unable to work (or telework) due to any of the following reasons:

- i. The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- ii. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
- iii. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis;
- iv. The employee is caring for an individual who is subject to an order or has been advised by a health care provider to self-quarantine;
- v. The employee is caring for a son or daughter of the employee and the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions; and
- vi. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services.

Leave available under this Policy may only be used for reasons permitted by this Policy unless otherwise required by law.

C. REQUESTING PAID SICK LEAVE

Employees may request leave under this Policy either verbally or in writing (including email). Requests for leave should not be conveyed via voicemail unless circumstances prevent other forms of communication. Requests for paid sick leave should be directed to the Human Resources Specialist. An employee seeking such leave should notify the City of the need for leave as soon as practical after the employee becomes aware of the need for paid sick leave but no later than the first workday (or portion thereof) that the employee receives Paid Sick Leave.

The notice to the City and request for leave must identify the need for leave as identified in Section B(i) – (vi) above. An employee must request leave on a designated form prepared by the City:

The City may follow up with an employee requesting such leave to obtain additional information and to advise you of other benefits available to you including FMLA and EFMLEA benefits.

D. DURATION OF PAID SICK LEAVE

Eligible full-time employees are entitled to 80 hours of emergency paid sick leave under this Policy. Eligible part-time employees are entitled to a number of hours equal to the number of hours that they work, on average, over a 2-week period. If your hours of work are variable, the average bi-weekly hours you worked over the prior 6 months will be used. Unused paid sick leave under this Policy will not carryover from one year to the next and such leave expires no later than December 31, 2020. On an employee's separation from employment, any unused paid sick leave under this policy is not paid to the employee.

E. COMPENSATION DURING LEAVE

When taking paid sick leave under sections B(i)-B(iii) above, employees are entitled to receive their regular rate of pay as compensation during a period of absence. However, in no event shall such paid sick time pay exceed \$511 per day and \$5,110 in the aggregate.

When taking paid sick leave under Sections B(iv) - B(vi) above, employees are entitled to receive two-thirds of their regular rate of pay as compensation during such leave. However, in no event shall such paid sick time exceed \$200 per day and \$2,000 in the aggregate.

The eligible employee receives an aggregate maximum of 80 hours total if full-time and prorated downward for non-full-time employees.

F. EFFECT ON EXISTING POLICIES

This Policy is not intended to replace any existing leave or paid time off policies maintained by the City. Paid sick leave provided under this Policy is made available to eligible employees in addition to any leave or paid time off benefits provided under any of the City's existing policies.

Eligible employees may first use paid sick leave under this Policy for any of the qualifying reasons identified in Section B above before using other accrued paid leave which may be available to the employee under any of the City's existing policies. The City is prohibited by law from requiring employees to first use other unused and accrued paid time off benefits to which employees may be entitled under other existing policies prior to using emergency paid sick leave under this Policy.

G. NONDISCRIMINATION AND NO RETALIATION

The City strictly prohibits any form of discrimination or retaliation in the administration of this Policy. The requesting or taking of leave under this Policy will not be used against any employee in any employment decision, including in the determination of raises, employment opportunities, or discipline. Similarly, paid sick leave under any section of this Policy will not serve as a negative factor or count against any employee for purposes of meeting the City's attendance requirements.

It is unlawful for the City to interfere with, restrain, or deny the exercise of, or the attempt to exercise, employees' rights established under the EPSLA, or this Policy. The City will not retaliate against individuals because of their participation in or commencement of an action, proceeding, or investigation related to paid sick leave entitlement under the EPSLA, or this Policy or for opposing any practice made unlawful by the EPSLA.

H. EXPIRATION OF BENEFIT

In accordance with the EPSLA, the paid emergency sick leave benefits under the EPSLA and in this Policy expire on December 31, 2020.

I. QUESTIONS

If you have any questions regarding the operation or interpretation of this Policy, please contact the Human Resources Specialist.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: April 08, 2020
Re: Designation of "Emergency Responder" List for the Purposes of the Application and Implementation of the Families First Coronavirus Response Act

In the early stages of the onset of the COVID-19 National, State and local directives the Mayor established a temporary policy on March 17, 2020. The policy established a list of non-emergency employees capable of receiving a temporary benefit aimed to assist in the care of either their children or for the caring of a family member with a positive COVID-19 test. This was provided as a stop-gap measure to pending National law which has been subsequently implemented on April 1, 2020.

With the advent of Governor Ever's Emergency Order #12 it was necessary to update a list of "emergency responders" along with a need to update policies related to FMLA and sick leave in order to be in compliance with National and State directives. Copies of these new policies are addressed elsewhere in your Committee/Council packets. The list of "emergency responders" established by the Mayor on March 31, 2020 to keep the City in compliance with National & State directives (which supersedes that list established on March 17, 2020) is as follows:

- ☐ Director of Administrative Services
- ☐ Clerk-Treasurer/Finance Director
- ☐ Deputy Clerk Treasurer
- ☐ Human Resources Specialist
- ☐ Lead Office Assistant in the C/T office
- ☐ Public Safety Director/Police Chief
- ☐ All sworn law enforcement officers
- ☐ Fire Chief
- ☐ All firefighters and subordinates of the Fire Chief
- ☐ Building Inspector/Zoning Administrator
- ☐ Land Surveyor/Project Manager
- ☐ Civil Technician/Assistant Building Inspector
- ☐ Street Commissioner
- ☐ DPW Working Supervisor
- ☐ Parks, Recreation & Cemetery Director
- ☐ Communication & Technology Supervisor



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: April 08, 2020
Re: Consideration of a Local Special Emergency Leave Benefit for Employees Classified as Emergency Responders and not Covered under the Families First Coronavirus Response Act (FFCRA)

The Families First Coronavirus Response Act (FFCRA) does not include an emergency sick leave benefit for those employees listed as Emergency Responders ultimately excluding them from the EFMLEA & EPSLA provisions of the act. This proposed Addendum to the City's nationally required FFCRA policies will extend up to 80 hours of additional paid sick leave to be used in the first 14 calendar days by those "emergency responders" who are unable to work (or telework) due to the reasons set forth in the proposed local policy.

The local policy will not extend every benefit as afforded to non-emergency responders as listed by the City but will provide similar benefits under conditions that might take an emergency responder away from their work assignments.

This proposed addendum is not required by law but is an effort to provide some level of benefit to those serving as emergency responders on the City's list of such employees.

Your consideration of this matter is greatly appreciated.

SPECIAL EMERGENCY LEAVE BENEFIT

for those

CLASSIFIED as EMERGENCY RESPONDERS

For full-time employees who are classified as emergency responders and exempted from the EFMLEA and EPSLA provisions of the FFCRA and who are eligible to earn paid sick leave under the City's current personnel policies, the City will provide up to 80 hours of additional paid leave to be used during the first fourteen calendar days by those emergency responders who are unable to work (or telework) due to the following reasons:

- i. The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 for reasons unrelated to the Employee's choice to travel for non-essential purposes resulting in a local quarantine or isolation;
- ii. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19 for reasons unrelated to the Employee's choice to travel for non-essential purposes resulting in a local quarantine or isolation;
- iii. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis for reasons unrelated to the Employee's choice to travel for non-essential purposes resulting in a local quarantine or isolation;
- iv. The employee is caring for either a minor child who lives with the employee; or a spouse or significant other who lives with the employee who is subject to a Federal, State, or Local order or has been advised by a health care provider to self-quarantine or isolate.

The City may follow up with an employee requesting such leave to obtain additional information and to advise the employee of other benefits available including FMLA benefits to run concurrently where permitted. The employee may also use his or her own paid leave.

Emergency responders may request this leave either verbally or in writing, including email to the Human Resources Specialist or Director of Administrative Services. This Emergency Responder Sick Leave expires on June 30, 2020, unless extended by written notice by the Director of Administrative Services but not to exceed December 31, 2020. The City may also eliminate eligibility for this benefit at any time, particularly if the City chooses to modify exemptions of employees for EPSLA benefits. This policy regarding added City-provided emergency responder sick leave benefit (not EPSLA) does not apply to employees covered by a collective bargaining agreement unless agreed to by the collective bargaining representative and City, or to employees who have used EPSLA leave under the City's EPSLA policy.



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: April 08, 2020
Re: Change Meeting Notification Requirements to Posting in One Public Place and Posting on the City's Website as Allowed by Act 140 Instead of Posting in Three Public Places

Currently the City is posting agendas in three places (City Hall, Library, and Police Department) to meet the State Statute posting requirements. City Ordinances indicate the City will follow State Statute. Act 140 was recently passed allowing three options for municipalities to comply with the open meeting laws. Those three options are:

- ☐ Posting a notice in at least 3 public places likely to give notice to persons affected.
- ☐ Posting a notice in at least one public place likely to give notice to persons affected and placing a notice electronically on the governmental body's Internet site.
- ☐ By paid publication in a news medium likely to give notice to persons affected.

Because there is now an option, I would like to suggest that the City change our notice posting to the second option, "Posting a notice in at least one public place likely to give notice to persons affected and placing a notice electronically on the governmental body's Internet site."

We would post at City Hall and our agenda software already posts a notice on the website. This would cover the requirement of the State Statute and would address situations where government buildings are shut down for some reason and we have not met the three places. The City would still send notices to the Library and Police Department for posting as has been done in the past but this gives us some flexibility for unusual situation.

Should you have any questions, please feel free to contact me.



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: April 08, 2020
Re: Amend Ordinance #18-132 (a) Authorize Clerk-Treasurer/Finance Director or Delegate to Issue Operator's Licenses Instead of the Common Council

Currently any Operator's License Applications are reviewed by the Public Safety Director/Police Chief and are then submitted to Council for action. Act 166 was recently passed and signed by Governor Evers allowing "municipal governing bodies to delegate to the clerk or other appropriate official the authority to issue operator's (bartender's) licenses." Their reasoning is "to free up more time on the governing body's agenda for policy actions."

Now that this has passed, I am requesting permission to change the City's Ordinance #18-132 (a) to authorize the Clerk-Treasurer/Finance Director or his/her designee the ability to issue operator's licenses. The remaining section of this ordinance would not change including the provision that the chief of police reviews the application. Below is the wording from the current ordinance:

Sec. 18-132. - Procedure upon application.

(a) The common council may issue an operator's license required under this division upon application in writing on forms to be obtained from the clerk-treasurer only to persons 18 years of age or older. An operator's license shall be operative only within the limits of the city.

(b) All applications are subject to an investigation by the chief of police and/or other appropriate authority to determine whether the applicant to be licensed complies with all regulations, ordinances and laws applicable thereto. The police department shall conduct an investigation of the applicant, including but not limited to requesting information from the state, surrounding municipalities and/or any community where the applicant has previously resided concerning the applicant's arrest and conviction record. Based upon such investigation, the chief of police shall recommend, in writing, to the common council approval or denial of the application. If the chief of police recommends denial, the chief of police shall provide, in writing, the reasons for such recommendation.

By allowing this, the process to obtain an operator's license will become quicker with less paperwork and fees for applicants. In addition, it will allow for licenses to be issued under the current situation with the offices being closed. If this is approved, it will be forwarded to the immediately following Council agenda for adoption. Should you have any questions, please feel free to contact me.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: April 08, 2020
Re: Review of Bids and Recommendation for Contractor Award for the Downtown 5th Avenue Reconstruction Project (Superior to Lincoln) Including Portions of Clermont Street (5th to 6th) and Lincoln Street (5th Northward to Alley) with Street Lighting Improvements on Clermont/Edison Streets (4th to 6th)

On Wednesday, April 1, 2020 an electronic bid opening was conducted through MSA Professional Services on behalf of the City for the Downtown 5th Avenue reconstruction project. It was the City's initial use of MSA's electronic "on-line" bidding format and the process went smoothly and actually assisted the City during the current COVID-19 situation.

The bidder's, staff and a Public Work's Committee representative were all able to link via SKYPE to monitor the bid opening process. We received 4 bids of which the as-read total amounts for the project are as follows:

- A-1 Excavating \$3,675,506.46 (apparent low bid)
- Hass Sons, Inc. \$3,761,056.36
- James Peterson & Sons \$3,891,780.43
- Musson Brothers \$4,046,867.35

MSA will be reviewing the individual bid line items for any irregularities, be analyzing material selection options for any desired credits/additions and the overall required documentation and will have a Recommendation for Award letter available for the Committee/Council at the April 8th meetings.

Based upon the as-read bids (subject to final verification by MSA) we would be recommending that the apparent low-bid by A-1 Excavating be forwarded for consideration. The apparent low-bid is within the parameters established within the City's budgeting for this project.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: April 08, 2020
Re: Design Amendment #4 (Final Request) with MSA Professional Services for the Downtown 5th Avenue Project (Superior to Lincoln Streets)

The final Downtown 5th Avenue design has been completed and the bid opening was concluded on April 1, 2020 and is included elsewhere in your agenda for consideration. Design Amendment #4 includes the following:

AMENDMENT #4 with MSA CONSULTANTS for FINAL DESIGN SERVICES (\$20,000)

1. Traffic and street sign replacement. Provide a plan, schedule, bid items, specifications and a preliminary cost estimate. Lump Sum \$4,500

2. Additional Streetscape Design. Provide assistance in selecting amenities and iterative options for design of streetscape items. Provide plan drawings, schedule, bid items, specifications and a preliminary cost estimate. Lump Sum \$5,500

3. Sound System. Provide assistance in selecting type and develop design. Provide plan drawings, schedule, bid items, specifications and a preliminary cost estimate. Lump Sum \$5,000

4. Traffic Signals. Replace west side traffic signals at intersection with Superior St. Provide plan drawings, schedule, bid items, specifications and a preliminary cost estimate. Prepare addendum for bidding. Lump Sum \$5,000

The request from MSA for Amendment #4 was considerably higher but was negotiated amongst Charley Brinkmeier, Scott Martin and myself to the \$20,000 being recommended to the Committee for approval. The \$20,000 amount represents items that were considered beyond the original project scope and warranted the additional design effort on part of MSA.

As always, I would be happy to address any of your questions.

CITY OF ANTIGO
FIFTH AVENUE PROJECT
AMENDMENT #4
SCOPE OF WORK
 March 31, 2020

I. PROJECT DESCRIPTION

The project resulted in additional work not included in the original scope of work for the project. The work includes traffic and street sign replacement; plantings, trashcan and benches; a sound system; and traffic signals at the Superior Street intersection.

II. SCHEDULE – DESIGN AND CONSTRUCTION

The additional work will fit in the existing project schedule.

III. ENGINEERING SERVICES

A. DESIGN SERVICES \$20,000 Lump Sum

The following tasks listed below highlight design services for Amendment #4:

1. Traffic and street sign replacement. Provide a plan, schedule, bid items, specifications and a preliminary cost estimate. Lump Sum \$4,500
2. Additional Streetscape Design. Provide assistance in selecting amenities and iterative options for design of streetscape items. Provide plan drawings, schedule, bid items, specifications and a preliminary cost estimate. Lump Sum \$5,500
3. Sound System. Provide assistance in selecting type and develop design. Provide plan drawings, schedule, bid items, specifications and a preliminary cost estimate. Lump Sum \$5,000
4. Traffic Signals. Replace west side traffic signals at intersection with Superior St. Provide plan drawings, schedule, bid items, specifications and a preliminary cost estimate. Prepare addendum for bidding. Lump Sum \$5,000

A. CONSTRUCTION SERVICES

- The additional construction administration services will fit within the existing base work for the project.
- Construction RPR services will be part of the estimated base project.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: April 08, 2020
Re: Professional Services Agreement with MSA Professional Services for an Urban Non-Point Source (UNPS) Construction Grant Application for a Detention Pond in Association with the Saratoga Industrial Park Roadway Development Project

The attached Agreement for Professional Engineering Services to complete an Urban Non-Point Source (UNPS) Construction Grant Application with the Wisconsin Department of Natural Resources is an opportunity (May 15, 2020 deadline) in securing additional funding concurrently with an Economic Development Association grant being developed with the assistance of the North Central Wisconsin Regional Planning Commission.

MSA is developing this opportunity for the City of Antigo and more details will likely be available by the April 8, 2020 Committee of the Whole meeting date. Staff will work with MSA to assure that this potential opportunity does not interfere with the EDA Grant process or that it does not increase the overall costs to the City by requiring a greater local matching percentage. I am requesting that you waive the bidding requirement as established under the Professional Service (Qualification Based) section of the City's Purchasing Policy based on the following factors:

- MSA has demonstrated their past technical abilities on previous City projects
- MSA has been involved with the development of this particular Industrial Park corridor
- MSA has performed similar work throughout the State for other municipal clients
- The negotiated price is competitive and the project delivery meets our timeline

This grant application work will be performed on an hourly basis for an estimated fee of \$5,000 based on the following:

MSA will prepare a Wisconsin Department of Natural Resources Urban Non-Point Source Construction Grant Application to fund activities associated with the design and construction of the Saratoga Industrial Park - Detention Pond.

Note: MSA will require assistance from the City in the form of providing a council resolution supporting the project, proof of local budget match, and securing letters of support.

The schedule to perform the work is: Approximate Start Date: April 8, 2020

Approximate Completion Date: May 15, 2020



Professional Services Agreement

This AGREEMENT (Agreement) is made today March 31, 2020 by and between CITY OF ANTIGO (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: 2021 UNPS Construction Grant Application

The scope of the work authorized is: MSA will prepare a Wisconsin Department of Natural Resources Urban Non-Point Source Construction Grant Application to fund activities associated with the design and construction of the Saratoga Industrial Park – Detention Pond.

Note: MSA will require assistance from the City in the form of providing a council resolution supporting the project, proof of local budget match, and securing letters of support.

The schedule to perform the work is: Approximate Start Date: April 8, 2020
Approximate Completion Date: May 15, 2020

The lump sum fee for the work is: \$5,000

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

Scott Martin, P.E.
Regional Manager Public Works North
Date: March 31, 2020

700 Edison Street
Antigo, WI 54409
Phone: (715) 623-3633 ext. 155

1835 North Stevens Street
Rhineland, WI 54501
Phone: (715) 362-3244

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER and MSA further consent that the venue for any legal proceedings related to this Agreement shall be Langlade County, Wisconsin.

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



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: April 08, 2020
Re: Professional Services Agreement with MSA Professional Services for Preparation of an Environmental Review Report for the Downtown 5th Ave Project as required by Wisconsin Department of Administration in conjunction with the CDBG CLOSE Grant

The attached Agreement for Professional Engineering Services to complete an Environmental Review Report in compliance with the Wisconsin Department of Administration according to 24 CFR Part 58 is the next required step in securing the CDBG CLOSE Grant funds awarded to the City of Antigo for the Downtown 5th Avenue Construction project (Superior to Lincoln Streets).

MSA completed this step for us during our 2018 CDBG Public Facility Grant projects along Gowan Road/Field Street bringing those efforts to a successful conclusion. I am requesting that you waive the bidding requirement as established under the Professional Service (Qualification Based) section of the City's Purchasing Policy based on the following factors:

- MSA has demonstrated their past technical abilities on previous City projects
- MSA is a leading firm within the State regarding successful CDBG projects
- MSA is performing similar work throughout the State for other municipal clients
- The negotiated price is competitive and the project delivery meets our timeline

This post-grant administrative work will be performed on an hourly basis for an estimated fee of \$10,000 based on the following:

CDBG ADMINISTRATION

MSA proposes to provide administrative services in accordance with the Wisconsin Department of Administration's (DOA) current CDBG Implementation Handbook as follows:

I. GRANT AGREEMENT NEGOTIATION WITH OWNER & DOA

- A. Review the draft Owner/DOA grant agreement for accuracy
- B. Negotiate terms of grant agreement as applicable
- C. Obtain signatures from the City and DOA

II. ENVIRONMENTAL REVIEW

- A. Prepare an Environmental Review Record according to 24 CFR Part 58 requirements
- B. Request Release of Funds or submit Determination of Exemption after environmental review record is completed

Professional Services Agreement

This AGREEMENT (Agreement) is made today April 8, 2020 by and between CITY OF ANTIGO and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: 5th Avenue Street and Infrastructure Improvements - CDBG CLOSE Administration

The scope of the work authorized is: CDBG CLOSE Grant Administration

The schedule to perform the work is: Approximate Start Date: 04/01/2020
Approximate Completion Date: 12/31/2021

The hourly estimated fee for the work is: \$10,000

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

David Rasmussen

Community Development Specialist

Date: _____

Attest: City Clerk

Clerk Name: Kaye Matucheski

Date: _____

Mary Wagner

Team Leader

Date: _____

700 Edison Street

Antigo, WI 54409

Phone: 715-623-3633

Fax: 715-627-7099

1230 South Blvd

Baraboo, WI 53913

Phone: 608-356-2770

Fax: 608-356-2771

Attachment A: SCOPE OF SERVICES

CDBG ADMINISTRATION

MSA proposes to provide administrative services to the OWNER in accordance with the Wisconsin Department of Administration's (DOA) current CDBG Implementation Handbook. Administrative Services are outlined as follows:

I. GRANT AGREEMENT NEGOTIATION WITH OWNER & DOA

- A. Review the draft Owner/DOA grant agreement for accuracy
- B. Negotiate terms of grant agreement as applicable
- C. Obtain signatures from the City and DoA

II. ENVIRONMENTAL REVIEW

- A. Prepare an Environmental Review Record according to 24 CFR Part 58 requirements
- B. Request Release of Funds or submit Determination of Exemption after environmental review record is completed.

III. ADDITIONAL SERVICES

- A. Additional Services as requested by the City of Antigo.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER and MSA further consent that the venue for any legal proceedings related to this Agreement shall be Langlade County, Wisconsin.

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



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: April 08, 2020
Re: Review of Bids Including a Recommendation of a Selected Vendor to Supply a Landing Site, Hauling and Tipping Fees Associated with the Spring Curbside Clean-up Effort Conducted by the Street Department

Bids for the costs associated with tipping fees, including the staging, transfer and hauling, of materials collected at the curbside spring clean-up conducted by City crews on the weeks of May 11th and 18th were opened on Tuesday, April 7th for consideration during the Committee of the Whole meeting on April 8, 2020. Information regarding the # of bidders and costs (i.e. a bid-tab) will be shared with the Committee during the meeting.

Your recommendation will then be forwarded to City Council immediately following the Committee of the Whole meeting.

A copy of the information being shared with property owners through their utility bills is included in your agenda packets as a reference to the types of materials that will be allowed along with a map showing the projected pick-up dates.

2020 SPRING CURBSIDE CLEANUP of LARGE HOUSEHOLD & YARD ITEMS

Clean up your home, garage and yard during the 2020 City-wide curbside cleanup effort. This is a great opportunity to dispose of bulky/unwanted items that are not routinely collected by your trash hauler. **Please, do not place small items out to the curb that can be routinely placed into your weekly trash receptacle.** Please consider the donation of your gently used items to a charitable organization to help prevent the unnecessary filling of landfill space.

REQUIREMENTS:

- Please pay strict attention to location, pick-up times and material restrictions
- **Program is limited to residential homes and apartments of 4 units or less**
- No retail/commercial/industrial sites are included
- City divided into 2 quadrants - dates/times identified for your area (**See Map on Reverse Side**)
- Place your items onto the boulevard (along curb-side) no more than 48 hours in advance or no later than 6:00 a.m. on the 1st day listed for sector pick-up (based on your map location)
 - **Workers will not return to your area due to your failure to meet criteria**
- Your disposal pile should not include:
 - **Any items in plastic bags as they will not be collected**
- Disposal of small items are discouraged; residents **limited to 6 medium totes/boxes**
- Please break-down large items to help assure less strain on yourself & workers
- **Remove appliance doors** or secure them with heavy tape/rope to prevent accidents
- **Attempt to sort your pile** into scrap steel, appliances, furniture and etc.
- **Items on the “NOT Accepted” list will be left on-site & remain the owner’s responsibility**

TYPICAL ITEMS ACCEPTED:

- **APPLIANCES (No Computers, TV’s, Stereos or Electronics):**
 - (Stoves, Washers, Dryers & Microwaves – No fee/cost to the resident)
 - Fridges/Freezers (\$35), A/C Units/Dehumidifiers (\$20) – **Stickers available @ City Hall**
- **FURNITURE/HOUSEHOLD:**
 - (Tables, Chairs, Couches, Mattresses, Box Springs, Carpeting, Windows & Doors)
- **OUTDOOR ITEMS:**
 - (Grills, Swing sets, patio furniture, basketball hoops, bicycles, outdoor toys & pools)
- **TOOLS/MECHANICAL EQUIPMENT (Requires any fuel/oil to be fully drained):**
 - (Mowers, Snow Blowers, Water Heaters & Furnaces)

ITEMS NOT ACCEPTED:

BUILDING MATL’S

Construction Waste
Drywall/Tar Paper
Smoke/CO Detectors
Bricks/Blocks/Rocks
Cement/Asphalt
Treated Wood
Broken Glass

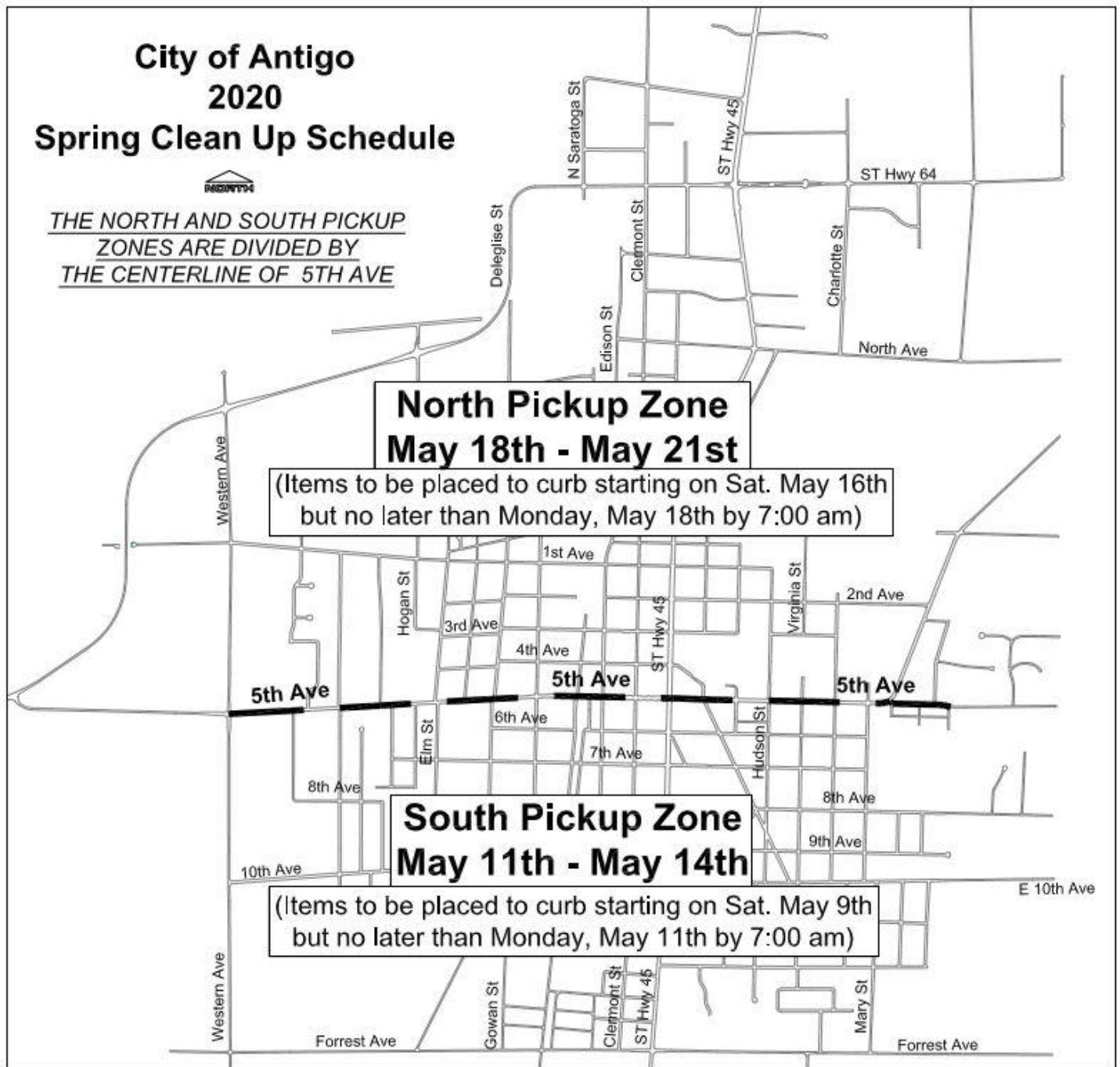
HAZARDOUS ITEMS

Waste-Oil/Fluids
Barrel/Drums of any Kind
Pesticides/Asbestos
Light Bulbs of any Kind
Paints/Solvents/Cleaners
Propane/Gas Tanks
Batteries/Thermometers

GENERAL ITEMS

Brush/Debris/Compost
Animal Waste
TV’s/Computers/Electronics
Boats/Campers/Trailers
Water Softeners
Tires of any Kind
Garbage/Recyclables

2020 SPRING CURBSIDE CLEANUP of LARGE HOUSEHOLD & YARD ITEMS



NOTES and ALTERNATE RESOURCES for RESTRICTED ITEMS

- City's Demolition Landfill Site (For contractor use + by appointment for citizens)
- City's Brush/Compost Site (Look on City web-site for available hours & requirements)
- City Licensed Waste Haulers for other Special Needs
 - Waste Management, B&B Containers, Advanced Disposal, Harter's & Irish Trash
- Cousineau's for Metal Recycling Items (Any scrap value prices to be determined by the items)
- Cousineau's for Electronic Items (TV's, Computers & Stereos – Disposal fees paid by the resident)
- Used Tires Recycling (Disposal fees paid by the resident)
 - Pomp's, Southside Tire, Fleet Farm & WalMart + other potential service stations
- County-wide Hazardous Clean-up is anticipated for Saturday August 22, 2020