



CITY OF ANTIGO

COMMITTEE OF THE WHOLE MEETING

COUNCIL CHAMBERS

Wednesday, May 08, 2019

CITY HALL, 700 EDISON STREET

5:30 PM

Call to Order

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

1. Financing for Upcoming Capital Improvement Projects Including But Not Limited to Fifth Avenue Reconstruction (Superior to Lincoln Streets), Industrial Park Storm Sewer (Bridge Street to Remington Detention) and Clermont Street (3rd to North Avenues)
2. Community Development Block Grant Requirement for Authorization to Commit Matching Funds for the 5th Avenue Reconstruction Project located from Superior to Lincoln Streets
3. Consideration of Entering into a Professional Service Agreement with MSA for the Application/Administration of both a Safe Drinking Water Loan Fund and a Clean Water Fund Program Submittal related to the 5th Avenue Project (Superior to Lincoln Streets)
4. Designation of Mayor as the Authorized Representative to File an Application for Financial Assistance from the State of Wisconsin's Environmental Improvement Fund Related to the SDWLF & CWF Programs for the 5th Avenue Project (Superior to Lincoln Streets)
5. Declaring Official Intent to Reimburse Expenditures under the State of Wisconsin's Environmental Improvement Fund Related to the SDWLF & CWF Programs for the 5th Avenue Project (Superior to Lincoln Streets)
6. Review/Selection of Potential Typical Roadway Cross Sections and Standard Features for the 5th Avenue Project (Superior to Lincoln Street) Including Parking Option Discussions so that a Downtown Public Informational Meeting can be Scheduled

Any Other Matters Authorized by Law to be Considered

Adjournment

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

DATE MAILED: May 03,2019

BILL BRANDT



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: May 08, 2019
Re: Financing for Upcoming Capital Improvement Projects Including But Not Limited to Fifth Avenue Reconstruction (Superior to Lincoln Streets), Industrial Park Storm Sewer (Bridge Street to Remington Detention) and Clermont Street (3rd to North Avenues)

A number of funding sources are available to the City of Antigo for an estimated \$6,000,000 in roadway and other infrastructure related projects. The individual projects are projected at the following opinion of costs:

- Downtown 5th Avenue reconstruction (Superior to Lincoln Streets) \$4,500,000
- Industrial Park Storm Sewer expansion (Bridge St. to Detention) \$1,100,000
- Clermont Street Resurfacing (3rd to North Avenues) \$ 400,000

Estimated Total Project Costs = \$6,000,000

Project grant funds will be explored to their fullest potential and include the following:

- \$1,000,000 Community Development Block Grant Public Facility application
- \$1,300,000 CDBG Revolving Loan Fund Close Program

While the RLF Close funds are a direct (non-compete) revenue source a project application is still required to assure that the 5th Avenue corridor project meets the programs guidelines. Langlade County has already agreed to this project as the local application candidate. The City has agreed to establish an amount of \$300,000 from other budget sources for completing joint City/County projects of which the current Langlade County/NCHC Sober Living Project is an example.

Borrowing funds (General Obligation Bonds) becomes the major source of securing the necessary capital for bringing these projects to the forefront in the City's priority list. Kaye Matucheski will provide an update at the meeting regarding this option. Another consideration for borrowing funds for the project lies in 2 loan resources as follows:

- Safe Drinking Water Loan Fund (SDWLF) as related to the City's water system

-
- Clean Water Fund (CLF) as related to the City's Sanitary Sewer system

The first advantage of considering SDWLF & CWF loan programs for the enterprise fund portions (water & sanitary sewer) of the projects is the lower interest rate potential. Additionally (although it is difficult to get a favorable loan application score), it is possible that portions of the loans through these two programs may be eligible for principle forgiveness saving the City a considerable amount if so qualified.

There are a number of resources within the City's annual budget that will need to be relied upon for the repayment of any loans for these subject projects including but not limited to the following:

- TIF District Funds
- Enterprise Fund Receipts
- Available capacity created from retirement of previous borrowing efforts

It is not our intention to reduce expenditures from existing Capital Project Improvement or Operational program funds within the City's current or future budgets allowing our traditional project efforts to continue.

Kaye Matucheski, Scott Martin and I are available prior to the meeting date to address your questions and will be part of any detailed presentations/Q&A during the Committee of the Whole meeting.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: May 08, 2019
Re: Community Development Block Grant Requirement for Authorization to Commit Matching Funds for the 5th Avenue Reconstruction Project located from Superior to Lincoln Streets

As part of the required process for the Community Development Block Grant application we are required to commit to our ability to locally match the necessary funding to complete the project. Other agenda items at this meeting will be structured in order to discuss these anticipated project funding sources. Anticipating this Committee of the Whole's support of the necessary matching funds, an appropriate matching resolution is being scheduled for the Council meeting to immediately tonight's COW meeting.

Division of Energy, Housing and Community Resources

Community Development Block Grant –Authorizing Resolution to Commit Match Funds

City of Antigo

Authorizing Resolution to Commit Match Fund

RESOLUTION NO. _____

A RESOLUTION OF THE City Council OF THE City OF Antigo, providing a Guarantee of Matching Funds
for the 2019 CDBG-PF Application

Related to the City of Antigo's participation in the Community Development Block Grant (CDBG)
Program;

WHEREAS, federal monies are available under the CDBG Annual Public Facilities Competition,
administered by the State of Wisconsin Department of Administration, for the purpose of the provision
or improvement of public facilities; and

WHEREAS, the City Council of the City of Antigo has authorized the submission of a Community
Development Block Grant Public Facilities Application to the State of Wisconsin for the following
project: 5th Avenue Sewer, Water, Storm Sewer and Street Improvements ; and

WHEREAS, an adequate local financial match must be provided for the proposed Public Facilities
project by the City of Antigo.

NOW, THEREFORE, BE IT RESOLVED, that the City of Antigo does hereby authorize the
commitment of match funds to be used as outlined in the CDBG application, for the match amount of
up to \$3,349,062.50, from the following secured source(s): Langlade County CDBG CLOSE Closeout
funds (\$1,378,265.00) and Interim financing or Bonding (\$1,970,797.50); the following pending or
potential source(s): DNR Loan Funds (\$1,821,675.00)

ADOPTED on this 8th day of May, 2019.

ATTEST: _____
Kaye Matucheski, Clerk

The governing body of the City of Antigo has authorized the above resolution dated May 8th, 2019.

Bill Brandt, City of Antigo, Mayor

Attachment: DRAFT Authorizing Resolution to Commit Match Funds (2774 : CDBG Requirement for Authorization of Matching Funds for 5th



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: May 08, 2019
Re: Consideration of Entering into a Professional Service Agreement with MSA for the Application/Administration of both a Safe Drinking Water Loan Fund and a Clean Water Fund Program Submittal related to the 5th Avenue Project (Superior to Lincoln Streets)

The attached Professional Services Agreement will be under consideration subsequent to our discussions related to the financing proposals being deliberated at tonight's Committee of the Whole meeting. If the decision to apply for the Safe Drinking Water Loan Fund (water related infrastructure) and then Clean Water Fund (sanitary sewer infrastructure) is a financially sound conclusion we will need to advance the Professional Services Agreement with MSA Professionals accordingly. The required deadline to submit the applications is on or before June 30, 2019.

MSA Professionals has indicated the following projected fees in their proposal:

The schedule to perform the work is: Approximate Start Date: 4/23/2019

Approximate Completion Date: TBD

The lump sum fee for the work is:

SDWLP Application Assistance: \$ 10,000

CWFP Application Assistance: \$ 10,000

SDWLP Administration: \$ 10,000

CWFP Administration: \$ 10,000

Total \$ 40,000



Professional Services Agreement

This AGREEMENT (Agreement) is made today 2/20/2019 by and between CITY OF ANTIGO (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Antigo 2019 Funding Assistance

The scope of the work authorized is: Safe Drinking Water and Clean Water Fund Application and Administration Assistance

The schedule to perform the work is: Approximate Start Date: 4/23/2019
Approximate Completion Date: TBD

The lump sum fee for the work is:

SDWLP Application Assistance:	\$ 10,000
CWFP Application Assistance:	\$ 10,000
SDWLP Administration:	\$ 10,000
CWFP Administration:	\$ 10,000

Total **\$ 40,000**

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

Bill Brandt
Mayor
Date: _____

Attest:

Kaye Matucheski, Clerk & Treasurer

Date: _____

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

MSA PROFESSIONAL SERVICES, INC.

Mary Wagner
Funding Administrator
Date: 4/23/2019

1230 South Boulevard
Baraboo, WI 53913
Phone: (608) 356-2771
Fax: (608) 356-2770

Attachment B Scope of Services

WDNR SDWLP & CWFPP APPLICATIONS AND ADMINISTRATION AND LABOR STANDARDS

SDWLP Application Assistance

Lump Sum Fee: \$10,000

MSA agrees to assist the CITY OF ANTIGO with loan application preparation services including the following:

- A. Determine/verify, in conjunction with the City, whether pursuing a Safe Drinking Water Fund Loan is in the best interest of the City and Utility.
- B. Assess the fundability of the project using WDNR Priority Scoring as a guideline
- C. Meet with Owner to compile the necessary documentation required for a complete application (one site visit assumed)
- D. Funding program coordination with other funds
- E. Prepare and submit Endangered Resources Review request on behalf of the Owner
- F. Prepare and submit SHPO Comment and Consultation on a Federal Undertaking request on behalf of the Owner
- G. Complete SDWLP Application and submit on behalf of the Owner on or before the June 30th deadline (application submittal is not a guarantee of a loan award), including the following documentation:
 - Completed Safe Drinking Water Loan Application Form 8700-262 including:
 - o Detailed Project Budget
 - o Detailed Debt Information
 - o Detailed General Municipal Info
 - o Detailed User (and adjusted user) Information
 - o Four Year Revenue & Expenditure Projection
 - o Four Year Operation & Maintenance (O&M) Costs
 - o Replacement Fund Analysis and Schedule Options
 - o Detailed Info on Refinancing of Existing Water Debt
 - Engineering Report Approval Documentation (MSA or owner provided)
 - Green Project Reserve (if applicable)
 - Information from MA regarding User Charge impact estimates** (see "Owner's Responsibilities", part "D", below)
 - Resolutions (Authorized Representative & Reimbursement Resolutions as adopted by City Council.)
 - All MSA Contracts
 - Owner Provided Documentation including:
 - o Proposed (or Actual) Intermunicipal Agreement**
 - o User Charge System (current and any projected rate updates**)
 - o Water Use Ordinance**
 - o Contracts with System Users**
 - o Past 2 years Municipal Budgets and Audited Financials
 - o Past 2 years Water Utility Budgets (and Audited Financials, if separate)
 - o All outstanding Water Revenue Bonds and Amortization Schedules

- o Latest Official Statement
- o Contracts for other Professional Services
- o Information on Other Funding Sources**
- o Debt Instrument to Be Refinanced (Interim Financing Document/Note)
- o Bidding Documentation (if available at time of application) **

H. Work with the Owner and the WDNR to compile the necessary documentation required for SDWLP post-application submittals

CWFP Application Assistance

Lump Sum Fee: \$10,000

MSA agrees to assist the CITY OF ANTIGO with loan application preparation services including the following:

- A. Determine/verify, in conjunction with the City, whether pursuing a Clean Water Fund Loan is in the best interest of the City and Utility.
- B. Assess the fundability of the project using WDNR Priority Scoring as a guideline
- C. Meet with Owner to compile the necessary documentation required for a complete application (one site visit assumed)
- D. Provide funding program coordination with other funds
- E. Complete Green Business Case submittals on behalf of Owner
- F. Complete CWFP Application and submit on behalf of the Owner on or before the anticipated funding year September 30th deadline (application submittal is not a guarantee of a loan award), including the following documentation:
 - Completed Clean Water Fund Application Form 8700-203 including:
 - o Detailed Project Budget
 - o Detailed Debt Information
 - o Detailed General Municipal Info
 - o Detailed User (and adjusted user) Information
 - o Four Year Revenue & Expenditure Projection
 - o Four Year Operation & Maintenance (O&M) Costs
 - o Replacement Fund Analysis and Schedule Options
 - o Detailed Info on Refinancing of Existing WW Debt
 - Facility Plan Approval Documentation (MSA or owner provided)
 - Parallel Cost Approval Documentation
 - Green Project Reserve
 - Information from MA regarding User Charge impact estimates** (see "Owner's Responsibilities", part "D", below)
 - Resolutions (Authorized Representative & Reimbursement Resolutions as adopted by City Council.)
 - All MSA Contracts
 - Owner Provided Documentation including:
 - o Proposed (or Actual) Intermunicipal Agreement**
 - o User Charge System (current and any projected rate updates**)
 - o Sewer Use Ordinance**
 - o Contracts with System Users**
 - o Past 2 years Municipal Budgets and Audited Financials
 - o Past 2 years Sewer Utility Budgets (and Audited Financials, if separate)
 - o All outstanding Sewer Revenue Bonds and Amortization Schedules

- o Latest Official Statement
- o Contracts for other Professional Services
- o Information on Other Funding Sources**
- o Debt Instrument to Be Refinanced (Interim Financing Document/Note)
- o Bidding Documentation (if available at time of application) **

G. Work with the Owner and the WDNR to compile the necessary documentation required for CWFP post-application submittals

SDWLP Loan Administration

Lump Sum Fee: \$10,000

MSA agrees to assist the CITY OF ANTIGO with loan administration services including the following:

- A. Work with the Owner and the WDNR to compile the necessary documentation required for SDWLP loan closing:
- Updated budget(s) to include all costs for loans
 - DBE compliance and all bidding documentation for project(s)
 - All award documentation and executed construction contract(s) for project(s)
 - Updated construction schedule
 - 1st Disbursement request, along with all corresponding invoices
 - Use of American Iron and Steel Certification
 - WDNR Form 8700-201 Federal Equivalency Projects Assurances and Certification
 - Ensure DNR has all corresponding Plan and Spec Approval letters for project
 - Final documentation of Green Project Reserve
 - Proof of final user charge adoption for sewer rates and water rates (if necessary)
 - Intermunicipal Agreement (if applicable)
 - Title and Deed, and cashed check for any applicable land purchase
 - Statement of Payoff amount (if project has interim financing)
 - Legal Opinion from City attorney regarding 20-year ownership of all land involved in project(s)
 - Facilitate any necessary coordination between other funding sources to allow CWFP and SDWLP to correctly utilize all funding sources and amounts listed on project budgets.
- B. Provide administrative services as required after loan closings. Establish and maintain SDWLP Administration Files
- Application files and required documentation
 - Financial Assistance Agreement contracts
 - Financial management/disbursements (track CWFP, SDWLP and CDBG funds)
 - Environmental review
 - Change Orders and Misc. Purchases (as approved by DNR)
 - Project closeout file
 - General correspondence files
 - Labor standards files (see below for detail regarding monitoring)
- C. Work with the Owner and the WDNR through loan close-out at the end of the project.

CWFP Loan Administration

Lump Sum Fee: \$10,000

MSA agrees to assist the CITY OF ANTIGO with loan administration services including the following:

- A. Work with the Owner and the WDNR to compile the necessary documentation required for CWFP loan closing:

- Updated budget(s) to include all costs for loans
 - DBE compliance and all bidding documentation for project(s)
 - All award documentation and executed construction contract(s) for project(s)
 - Updated construction schedule
 - 1st Disbursement request, along with all corresponding invoices
 - Use of American Iron and Steel Certification
 - WDNR Form 8700-201 Federal Equivalency Projects Assurances and Certification
 - Ensure DNR has all corresponding Plan and Spec Approval letters for project
 - Final documentation of Green Project Reserve
 - Proof of final user charge adoption for sewer rates and water rates (if necessary)
 - Intermunicipal Agreement (if applicable)
 - Title and Deed, and cashed check for any applicable land purchase
 - Statement of Payoff amount (if project has interim financing)
 - Legal Opinion from City attorney regarding 20-year ownership of all land involved in project(s)
 - Facilitate any necessary coordination between other funding sources to allow CWFP and SDWLP to correctly utilize all funding sources and amounts listed on project budgets.
- B. Provide administrative services as required after loan closings. Establish and maintain CWFP Administration Files
- Application files and required documentation
 - Financial Assistance Agreement contracts
 - Financial management/disbursements (track CWFP, SDWLP & CDBG funds)
 - Environmental review
 - Change Orders and Misc. Purchases (as approved by DNR)
 - Project closeout file
 - General correspondence files
 - Labor standards files (see below for detail regarding monitoring)
- C. Work with the Owner and the WDNR through loan close-out at the end of the project

THE OWNER'S RESPONSIBILITIES

The OWNER will:

- A. Provide requested information and documentation complete and in a timely manner.
- B. Seek and retain Bond Council as required.
- C. Provide land opinion by Attorney as required.
- D. The owner will identify and contract with a Municipal Advisor in conjunction with issuance of debt if required by law. MSA or another Municipal Advisor firm may provide this service in accordance with SEC rules.
- E. Prepare the rate file case study and update water rates as necessary to PSC prior to loan closing.
- F. Prepare the rate evaluation and update sewer rates as necessary, as required prior to loan closing.

ADDITIONAL SERVICES NOT INCLUDED BUT CAN BE PROVIDED

- A. On-going rate evaluation after project completion.
- B. Support community and attorney to provide land opinion.
- C. PSC rate case.
- D. Assist with setting new sewer rates.

- E. **Indicates services which may be under additional contract by MSA, but are not covered here, except as 'documents to be provided by the City' for use with the Clean Water Fund and Safe Drinking Water Loan Program Application and/or Administration.

**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: May 08, 2019
Re: Designation of Mayor as the Authorized Representative to File an Application for Financial Assistance from the State of Wisconsin's Environmental Improvement Fund Related to the SDWLF & CWF Programs for the 5th Avenue Project (Superior to Lincoln Streets)

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

WHEREAS, it is the desire of the City of Antigo, Wisconsin, a municipal corporation, to file several applications for state financial assistance for its Street and Utility Replacement along 5th Avenue, and all other related upgrades under the Wisconsin Environmental Improvement Fund (ss. 281.58, 281.60, and 281.61, Wis. Stats.);

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

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



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: May 08, 2019
Re: Declaring Official Intent to Reimburse Expenditures under the State of Wisconsin's Environmental Improvement Fund Related to the SDWLF & CWF Programs for the 5th Avenue Project (Superior to Lincoln Streets)

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES

WHEREAS, the City of Antigo, Langlade, Wisconsin ("the City") plans to make several improvements to its Street and Utility Replacement along 5th Avenue, and other related facilities ("the Project"); and

WHEREAS, the City expects to borrow funds and incur debt from one or more possible sources on a long-term basis by issuing tax-exempt bonds, promissory notes, DNR EIF Funds, or other 'debt' to finance the Project ("the Loan"); and

WHEREAS, because proceeds of the debt which will provide project financing will not become available prior to commencement of the Project, the City may need to provide interim financing to cover costs of the Project incurred prior to receipt of the Loan; or other debt proceeds; and

WHEREAS, it is necessary, desirable, and in the best interests of the City to use moneys from its funds on an interim basis until the Loan becomes available.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Antigo, Langlade County, Wisconsin, that:

Section 1. Expenditure of Funds The City shall make expenditures as needed from its funds to pay the costs of the Project until loan proceeds become available.

Section 2. Declaration of Official Intent. The Council of the City of Antigo hereby officially declares its intent under 26 CFR Section 1.150-2 to reimburse said expenditures with proceeds of the debt, the principal amount of which is not expected to exceed \$1,900,000.

Section 3. Effective Date. This Resolution shall become effective upon its adoption and approval.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: May 08, 2019
Re: Review/Selection of Potential Typical Roadway Cross Sections and Standard Features for the 5th Avenue Project (Superior to Lincoln Street) Including Parking Option Discussions so that a Downtown Public Informational Meeting can be Scheduled

Several typical roadway cross sections are under development by staff and will be presented to the Committee of the Whole for consideration. Each of the options will include the following basic parameters:

- Changing existing layout from 4 down to 2 through lanes (1 each direction)
- The creation of a center median lane to allow the following
 - Snow storage area for removal by City Crews
 - Provide for left turn movements at the intersections
 - Provide potential “short-term” parking for delivery vans
 - Provide a “sheltered” area for pedestrians crossing the roadway
 - Provide area for “seasonal” planters to be removed for winter operations
 - Likely sized large enough to allow ornamental trees
- Traffic signals to remain at the 5th Ave/Clermont Street intersection

Several options are available for your consideration relative to how we address parking within the Downtown corridor as flows:

- Provide alternating diagonal parking along 1 side with parallel on the opposite side
 - Remove any remaining bump-outs except at intersections as needed
 - Design allows us to alternate diagonal parking from side-side as needed
 - i.e. diagonal on north side in 700 block & south side in 800 block
 - This approach allows design to accommodate current traffic patterns
 - Overall stalls increase from +/- 100 to +/- 170
 - Sidewalk widths stay essentially the same as current
- Develop diagonal parking on one side only with parallel on the opposite side

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- Remove any remaining bump-outs except at intersections as needed
 - Design would not allow us to alternate from side-side as needed
 - i.e. diagonal on south and parallel on the north side for entire length
 - This approach would not address current traffic patterns
 - Overall stalls increase from +/- 100 to +/- 175
 - Sidewalk widths stay essentially the same as current
 - Maintain Parallel Parking on both sides of roadway to match existing conditions
 - Remove any remaining bump-outs except at intersections as needed
 - Design would allow for the least number of increased parking stalls
 - Overall stalls will increase from +/- 100 to +/- 125
 - Sidewalk widths could be increased on each side by +/- 4.5 feet
 - Owners would remain responsible for additional snow removal
 - May allow for additional “streetscape” features such as
 - Planters
 - Benches
 - Outdoor retail operations

Your selection of a preferred layout(s) will help focus the discussions to be advanced during a Public Informational meeting designed to engage Downtown business owners from within the corridor.