

CITY OF ANTIGO
FINANCE, PERSONNEL, AND LEGISLATIVE COMMITTEE
MINUTES OF MEETING HELD
JANUARY 18, 2017

Finance, Personnel, and Legislative Committee of the City of Antigo met in Regular Meeting on the above date at 6:00 PM in the Multi-Purpose Room, City Hall, Mayor Bill Brandt presiding.

Attendee Name	Title	Status	Arrived
Bill Brandt	Mayor	Present	
Jim Darling	Ward 2	Present	
Tim Kassis	Ward 3	Present	
Tom Bauknecht	Ward 4	Absent	
Glenn Bugni	Ward 7	Present	
Reinhardt Balcerzak	Ward 8	Present	

Others in attendance: Shawn Perrot, B&B Containers; Terry Brand; Sandra Fischer; Kaye Matucheski, Clerk-Treasurer; Jon Petroskey, Fire Chief; Roger Musloff, Inspector/Zoning Administrator; Charley Brinkmeier, Surveyor/Project Manager; Mark Desotell, Director of Administrative Services; and Jaime Horswill, Utility/Clerical Assistant.

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

1. Approval of the Minutes from the December 21, 2016 meeting

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Glenn Bugni, Ward 7
SECONDER:	Jim Darling, Ward 2
AYES:	Brandt, Darling, Kassis, Bugni, Balcerzak
ABSENT:	Tom Bauknecht

2. Request for Sewer Credit for a Broken Hydrant at 1601 Tenth Avenue, Lot C15 for St. Charles Place MHC LLC

Kaye Matucheski, Clerk-Treasurer, provided a memo noting that a hydrant was broken and running on the ground. There was a higher than normal usage because a water employee caught the high usage from the December billing and informed the customer. After checking, St. Charles Place found the leak and fixed it.

Mayor Brandt indicated that this request is for a sewer credit for \$1,014.90 plus next month's bill.

Motion to approve the sewer credit request for \$1,014.90 plus next month's bill as presented.

RESULT:	RESOLUTION TO COUNCIL [UNANIMOUS]
	Next: 2/8/2017 6:00 PM
MOVER:	Reinhardt Balcerzak, Ward 8
SECONDER:	Tim Kassis, Ward 3
AYES:	Brandt, Darling, Kassis, Bugni, Balcerzak
ABSENT:	Tom Bauknecht

3. Music in the Park Funding Request of \$600 for Brochures

Sharon Gibson, Secretary for Music in the Park, submitted a request for funding for brochures and posters for 2017 Music in the Park. She advised they gave out over 5,000 pamphlets and 50 posters last year.

Aldersperson Darling advised that the City has done this in the past.

Upon inquiry by Aldersperson Kassis, Aldersperson Balcerzak advised that funding is derived from the Economic Development Portion of the Hotel/Motel Funds.

Motion to continue funding the 2017 Music in the Park brochures and posters in the amount of \$600 as requested with funding derived from the Economic Development portion of the Hotel/Motel funds.

RESULT:	RESOLUTION TO COUNCIL [UNANIMOUS]
	Next: 2/8/2017 6:00 PM
MOVER:	Jim Darling, Ward 2
SECONDER:	Glenn Bugni, Ward 7
AYES:	Brandt, Darling, Kassis, Bugni, Balcerzak
ABSENT:	Tom Bauknecht

4. Pesticide Exposure in the City (Requested by Terry Brand)

Terry Brand submitted a copy of his presentation to the committee.

Mr. Brand's presentation noted that pesticides are the only toxic substances released intentionally into our environment to kill living things. This includes substances that kill weeds, insects, fungus, rodents, and others. Currently there are many homes and a school building within the city limits that are directly adjacent to land being used for industrial agriculture. Some are in direct contact sharing a boundary and others have a roadway separating the properties. This includes at least 89 homes, all the residents of Care Partners, and the entire population of students and staff at the High School. Most of these properties are directly to the east of the fields that may be sprayed with toxic pesticides and chemicals. With prevailing west winds, all are exposed to these toxic chemicals landing in their yards and homes. Currently there is nothing in city ordinances that controls, monitors, or prevents these farmers or property owners from using any harmful chemicals. There are also no ordinances that require farmers to notify these residents of the days they are spraying toxic chemicals.

Mr. Brand is proposing the following:

- a. No tax dollars to be used to spray toxic chemicals on city property, parks, vacant lots, school properties, roadways, etc. Require that all city departments cease use of such chemicals immediately.
- b. Develop a policy/ordinance that requires farmers or property owners to provide advance notification to the city when they plan on applying any toxic chemicals. The City then, by use of the Everbridge system, alert residents of a farmer spraying in their area.
- c. Form an Ad Hoc research committee to study current use of such chemicals, identify known negative effects of such chemicals, identify how these chemicals are controlled and monitored in other communities that have commercial agriculture properties within their city limits.

Mr. Brand suggests the committee include a physician (preferably a neurologist, representation from the school district, several citizens from Ward 7, a local farmer, a representative from University of Wisconsin extension, Ward 1 and 7 Alderspersons and representation from Public Works Department).

Mr. Brand further is requesting adoption of legislation to control and monitor the use of pesticides throughout the city, both public and private property prior to the 2018 season.

Aldersperson Balcerzak commented that this is more of an issue for the county.

Mayor Brandt advised that the City has had this issue before and the City has done their due

diligence in speaking with the farmers and requesting they change their practices. The problem lies in that if the area was farmed prior to 1968 and continues to be farmed, it is a Department of Agriculture issue. They would need to come and determine that there is a substantial hazard to the residents. The City has done well when speaking with the farmers.

Upon inquiry by Mayor Brandt, Ms. Matucheski advised that Mr. Andrus from Wittenberg/Birnamwood is farming that area.

Mayor Brandt noted that the City will talk with Mr. Andrus, but does not have the authority to do anything as the property has been farmed prior to the 1968 date.

Mark Desotell, Director of Administrative Services, noted that Wisconsin Statutes Chapter 823.08 prevail on this issue.

Mayor Brandt advised Mr. Brand that if he feels there is a substantial risk to any residents that he contact the Department of Agriculture.

Alderson Kassiss noted that there is spraying done along the trails to which Alderson Balcerzak noted there are licensed people doing the spraying and are using proper methods.

Mayor Brandt noted that the sprays that the City uses are not harmful to residents to which Mr. Desotell concurred adding that the sprayed areas are posted and not all chemicals are deemed toxic.

Alderson Kassiss noted that requested policy or ordinance changes cannot be done by the City and he does not believe an Ad Hoc committee is necessary.

Mr. Brand indicated that the Ad Hoc committee would be necessary to bring evidence to the Department of Agriculture, if necessary. The residents in the area have had apple trees die from farm sprays within the last year. Alderson Darling noted that he also had a young apple tree die this last year not from any sprays.

Alderson Bugni noted that two years ago he received complaints regarding harvesting of corn. It was resolved by speaking with the farmer at the time, Bob Guenthner. He further noted problems with some spraying approximately twenty years ago leaving backs of trees dead and empty gardens, but no problems since.

INFORMATION ONLY

RESULT:	PLACED ON FILE-NO VOTE
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5. Landfill Fund Review After Debt Service Paid in Full

Ms. Matucheski provided a memo noting that the debt for opening, operation and closing of the landfills for the past 20 years has been paid in full in 2016. It was previously discussed that a review of the landfill fund would be completed after the debt was paid off. Specifically the 9% surcharge on commercial waste. Staff has been looking out five years to estimate what type of projects may be required at the landfill and what types of revenue. This is difficult because of the changing Wisconsin Department of Natural Resources requirements and changing conditions at the landfill such as methane mitigation and very few revenue options.

At the meeting Ms. Matucheski provided a Recap of Landfill Revenue and Expenditures 2014-2016. They are as follows:

License-Landfill- 2016 Revenue \$46,320.83 2016 Expenditures \$49,473.66

License-Landfill- 2015 Revenue \$49,251.12 2015 Expenditures \$31,265.56

License-Landfill- 2014 Revenue \$40,146.45 2014 Expenditures \$49,433.85

Net from 9% surcharge over three years- \$135,718.40 - \$130,173.07= \$5,545.33

The general fund paid \$8,530.00 over the past three years for debt service not covered by landfill revenue.

The recap sheet concluded by showing projected expenditures including ongoing monitoring/testing, methane mitigation and leachate collection tank in excess of \$185,000.

Mayor Brandt indicated that even though the debt service is paid off, the operational costs are over what is paid by the 9% surcharge. He does not recommend raising the surcharge, rather leaving it the same. This can be re-evaluated after the City is certain on what will happen with new requirements.

Terry Brand commented that it is not the haulers that pay the fee, they collect the fee from residents and return it to the City. He is certain that the haulers have not had any input on this. He is sure they do not have any idea this conversation is occurring tonight.

Ms. Matucheski noted that all of the haulers received a copy of tonight's agenda. She further has not received any calls or heard anything from any haulers.

Mayor Brandt noted that there is no increase, nothing is changing.

INFORMATION ONLY

RESULT:	INFORMATION ONLY
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6. Request to Allow Clerk-Treasurer to Waive Permit Fees and Insurance Requirements for Events Previously Approved

Ms. Matucheski provided a list of previously waived permit fees and insurance requirements.

Upon inquiry by Alderperson Balcerzak, Ms. Matucheski explained the Mission Antigo Barbecue. She noted that it is a church organization that completes projects within the community and after the work is completed, they have a barbecue.

Mr. Desotell noted the group works with Thrivent Financial and Habitat for Humanity.

Alderperson Balcerzak commented that with the waiver of the fees and insurance requirements is another donation the City gives to each individual group or organization.

Motion to approve the request to allow the Clerk-Treasurer to waive the permit fees and insurance requirements for events previously approved by the committee.

RESULT:	RESOLUTION TO COUNCIL [UNANIMOUS]
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Next: 2/8/2017 6:00 PM

MOVER: Glenn Bugni, Ward 7

SECONDER: Reinhardt Balcerzak, Ward 8

AYES: Brandt, Darling, Kassis, Bugni, Balcerzak

ABSENT: Tom Bauknecht

7. Approval to Fill Any Vacant Firefighter/Paramedic Positions Which Occur Over the Next Four Months

Eric Roller, Director of Public Safety, provided a memo advising that the Fire Department may be losing some employees and he would like to be prepared to move forward as quickly as possible if he receives letters of resignation from these employees.

Chief Roller is requesting authorization to hire new employees to maintain the current level of staffing. The applicant pool has been dwindling over the past couple of years and the department has had a very limited number of applicants to choose from in the past and want to be able to act as fast as possible to have as many applicants as possible when they hire.

Motion to approve filling any vacant firefighter/paramedic positions which occur over the next four months.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Jim Darling, Ward 2
SECONDER:	Glenn Bugni, Ward 7
AYES:	Brandt, Darling, Kassis, Bugni, Balcerzak
ABSENT:	Tom Bauknecht

8. Budget Transfers

Ms. Matucheski provided a list of 2016 budget transfers and adjustments. She is further requesting the committee to allow any transfers or adjustments that may come up between now and the February Council meeting to be added to the resolution in February. Departments have until February 1st to submit invoices for items/services purchased in 2016 that have not yet been invoiced.

Motion to approve the 2016 budget transfers and adjustments as presented.

RESULT:	RESOLUTION TO COUNCIL [UNANIMOUS]
	Next: 2/8/2017 6:00 PM
MOVER:	Tim Kassis, Ward 3
SECONDER:	Jim Darling, Ward 2
AYES:	Brandt, Darling, Kassis, Bugni, Balcerzak
ABSENT:	Tom Bauknecht

9. MSA Professional Services Agreement for 2017 TID Related Services with Hourly Contract Pricing at an Estimated Cost of \$5,000

Ms. Matucheski provided a memo advising that the State of Wisconsin changed some requirements for existing Tax Incremental Financing Districts (TID) that must be complied with in 2017. The annual report needs to include more than just the audited financial statement. In addition, the Joint Review Board must now become a standing committee and must meet annually to review the annual report. This meeting must occur in July or as soon as the updated annual report is complete.

Ms. Matucheski's memo further noted that MSA Professional Services brought these new requirements to her attention and she requested a cost as there are some items that the City will need assistance in putting together. Because these are new requirements and there will be some items that she can put together without assistance, MSA has provided hourly contract pricing with an estimated cost of \$5,000 for 2017 for all active TID's. The City would be charged for the actual services MSA assists with. This cost would be eligible to be funded through each TIF.

Ms. Matucheski recommends entering into this contract for 2017 as MSA assisted with the creation and amendments of the original TIDs so they will have prior knowledge of the information needed without having to research the files. After the first year of this new format, she can evaluate how much assistance is needed in future years and determine if further assistance is warranted.

Motion to enter into a contract with MSA Professional Services for 2017 TID related services with an estimated cost of \$5,000 with funding derived from each TIF as presented.

RESULT:	RESOLUTION TO COUNCIL [UNANIMOUS]
	Next: 2/8/2017 6:00 PM
MOVER:	Reinhardt Balcerzak, Ward 8
SECONDER:	Glenn Bugni, Ward 7
AYES:	Brandt, Darling, Kassis, Bugni, Balcerzak
ABSENT:	Tom Bauknecht

Any Other Matters Authorized by Law to be Considered

NONE

Adjournment

1. **Motion to:** Adjourn at 6:34 pm

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Glenn Bugni, Ward 7
SECONDER:	Jim Darling, Ward 2
AYES:	Brandt, Darling, Kassis, Bugni, Balcerzak
ABSENT:	Tom Bauknecht

Bill Brandt, Chairperson

Date



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: January 18, 2017
Re: Request for Sewer Credit for a Broken Hydrant at 1601 Tenth Avenue, Lot C15 for St. Charles Place MHC LLC

Following is a letter from St. Charles Place MHC, LLLC, requesting a sewer credit for high bills which was due to a hydrant that was broken and running on the ground. The amount of the sewer bill over the average usage is \$1,014.90 for one month. There will be one more month with a higher than normal usage because our employees caught the high usage from the December billing and informed the customer. After checking, they found the leak and fixed it. It is unknown at this time what the amount of the additional credit will be but I am asking for approval to include both months in the resolution to Council so we do not have to bring this back to committee a second time.

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

Kaye Matucheski

From: John Boehm <john.duboisinvestments@yahoo.com>
Sent: Wednesday, January 04, 2017 3:57 PM
To: Kaye Matucheski
Subject: Fw: Antigo water forgiveness request
Attachments: scan.pdf

Kay,

Attached is our water forgiveness request. Can you please get this to the committee.

Thank You

John Boehm

DuBois Investments LLC

----- Forwarded Message -----

From: John <john.duboisinvestments@yahoo.com>
To: John <john.duboisinvestments@yahoo.com>
Sent: Wednesday, January 4, 2017 10:12 AM
Subject: Antigo water forgiveness request



email: jonn.duboisinvestments@yahoo.com

Phone (715) 457-2475 Fax (715) 457-2481

TO: City of Antigo**FROM: John Boehm**

Date: 1/4/2017

Over the past two billing dates of 11/14/2015-12/19/2016 read dates and 12/20/2016-1/19/2017 (?) read dates we have noticed a very high water use at St Charles Place located at 1601 W. 10th Avenue(231 S. Sunset Drive) Lot C15 Antigo, WI. We discovered our hydrant was broken on the home and water was running onto the ground (this has been repaired and is being monitored.) St Charles Place MHC LLC is asking for sewer forgiveness during the two months of this leak. Lot C15 is a vacant home. Please grant us the sewer forgiveness for the water usage for this major leak.

Thank You

A handwritten signature in black ink, appearing to read 'J. Boehm', is written over the 'Thank You' text.

John Boehm
Office Manager
DuBois Investments

City Hall Office Hours:
Monday - Thursday 7:30 am - 4:30 pm
Friday 7:30 am - Noon

Coming soon.....PAY and VIEW your Utility bills online!

Happy Holidays!

Reduce, Reuse, Recycle

PLEASE SEE OTHER SIDE FOR ADDITIONAL BILLING INFORMATION

BILL DATE: 12/22/2016

ACCOUNT NUMBER: 009166-012

NAME: ST CHARLES PLACE MHC, LLC



SERVICE ADDRESS: 231 S SUNSET DR-C13-C15

METER ID 64588800

BILLING PERIOD

Current Meter Reading	1,709	Current Read Date	12/19/2016
Previous Meter Reading	1,341	Previous Read Date	11/14/2016
Water Usage	368	Type Of Reading	Actual
Sewer Usage	368		

PREVIOUS BALANCE \$80.60

PAYMENT RECEIVED \$80.60

PAST DUE BALANCE **\$0.00**

ADJUSTMENTS \$0.00

ADDITIONAL BILLING \$0.00

TOTAL CURRENT CHARGES **\$1,957.22**

Water	\$887.45
Sewer	\$1,050.71
Public Fire	\$19.06

TOTAL AMOUNT DUE BY 01/13/2017 **\$1,957.22**

TOTAL AMOUNT DUE AFTER 01/13/2017 **\$2,015.94**

A 3% LATE PENALTY WILL BE ADDED TO CURRENT CHARGES IF PAYMENT IN FULL IS NOT RECEIVED BY DUE DATE

DETACH HERE

RETURN BOTTOM PORTION WITH CHECK PAYABLE TO ANTIGO WATER & SEWER
PLEASE DO NOT FOLD OR STAPLE

DETACH HERE

Antigo Water & Sewer

700 Edison St
Antigo, WI 54409
(715) 623-3633 ext. 106

ACCOUNT NUMBER: 009166-012

SERVICE ADDRESS: 231 S SUNSET DR-C13-



TOTAL AMOUNT DUE BY 01/13/2017 **\$1,957.22**

TOTAL AMOUNT DUE AFTER 01/13/2017 **\$2,015.94**

AMOUNT PAID

*****MIXED AADC 601

ST CHARLES PLACE MHC, LLC
NICHOLE/RICK DUBOIS
1510 HAJEC LN
MOSINEE, WI 54455-7759

4 9 (0000954)
28-217-03



December 29, 2016

To All Members of the Finance Committee

RE: Music in the Park
Funding for Brochures and posters

To Those Concerned:

This letter is being written to request funding for our brochures and for the posters for 2017 Music In The Park. We were very happy that you were able to help us out last year in funding for these items. We gave out over 5000 pamphlets and 50 posters. Every one was very happy with them and appreciated being able to give them to friends. I know that they were distributed far and wide, some went to Lakewood, Wausau White Lake and many other places in and around our county. I have already had requests from people that I mail them some in Rhinelander and elsewhere.

We do greatly appreciate any help that you are able to give to Music in the Park. We are requesting \$600.00 to help defray the costs of the brochures and posters, as you have done in the past. I certainly do hope that it is helping to bring more people from out of town and that it is benefiting the Antigo businesses.

With Sincere Thanks

Sharon J. Gibson
Secretary





To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: January 18, 2017
Re: Landfill Fund Review After Debt Service Paid in Full

There has been debt payments for the opening, operation, and closing of the landfills for the past 20 years and this debt has been paid in full in 2016. As had been previously discussed at the Committee level, a review of the landfill fund would be completed after the debt was paid off. Specifically, is the entire 9% surcharge on commercial waste still necessary or could this surcharge be lowered.

In order to determine this, staff has been looking out five years to estimate what type of projects may be required at the landfill and what types of revenue. This, of course, is hard to do because of the changing Wisconsin Department of Natural Resources (DNR) requirements, the changing conditions at the landfill such as the methane mitigation, and very few revenue options.

At the meeting, there will be a worksheet with the information that we have gathered along with different options for the surcharge. This information was not complete in time to be included with the agenda packet due to a health issue. It will be presented at the meeting for discussion. If further time to review the information would be needed, this item could be referred to the February Committee meeting and possibly the March Council meeting.

This agenda is being sent to the licensed waste haulers that we have in the City so they are aware the discussion will be held.



To: Mayor and City Council
From: Julie Zack, Administration & Clerical Assistant
Date: January 18, 2017
Re: Request to Allow Clerk-Treasurer to Waive Permit Fees and Insurance Requirements for Events Previously Approved

There are many events held throughout the year which utilize city property, park space, facilities, and/or city services. These events are required to file a special event permit application with the City. They are also required to pay a permit fee and provide insurance for the event with the City listed as an additional insured. In addition, there are shelter fees that are charged.

Last year, the attached events were granted the requested waivers provided they met established criteria and this worked very well and saved the process of going through two committees and then to Council for action.

The Park, Recreation and Cemetery Director has again requested permission from the Park, Cemetery and Recreation Commission to waive the shelter rental fees for the attached events. I am requesting the City Clerk-Treasurer be granted permission to waive event permit fees and insurance requirement for the attached sheet of events.

These events that are listed are community events that meet some or all of the following criteria:

- They are open to the public at no charge and offer either an educational experience for attendees or a remembrance or a memorial for those within our community.
- Recognize volunteers that participated in community service projects.
- A profit is not created from the event, with any funds raised invested back into the community for various community projects, events, programs or local organizations.

Any new events or new events would still be required to go through the committee

process for approval; this includes if an established event were to change its approved location.

ANNUAL EVENTS FOR 2017 WHICH REQUIRE WAIVERS			Requested Waivers/Fees			
Event Name	Estimated Date of Event	Brief Event Description	Event/Parade Permit Fee	Street Use Fee	Insurance Certificate	Shelter or Facility
Antigo Disc Golf Club Ice Bowl Tournament	Mid-January	Utilizes the Disc Golf Course. The event is held to raise money for the Antigo Community Food Pantry. The tournament is held on the course making a permit and insurance required.	X		X	
Antigo Optimist Christmas Tree Burn	1/16/2017 (Scheduled)	If City services or equipment is needed, request makes event permit required.	X		Provides	
Rural Fire Control	as necessary through the year	Utilizes Peaceful Valley Event Grounds- Use of parking lot area where they set up approximately 300 feet of hose and test it in an unused portion of the parking lot.				X
Antigo Baseball Association & Youth Softball-Tournaments and Regular Season	Spring & Summer (tentatively June 16th to 18th and July 21st to 23rd)	Utilizes Saratoga and Lake Park shelters and concession stand at Lake Park & Al Remington Concession Stand.	X		X	X
Antigo Fillies Youth Softball Tournament	7/7 to 7/10/2017	Utilizes Lake Park Concession stand and Saratoga Shelter for tournament.	X		X	X
Stand for Children Day	Middle of May (Tentatively 5/20/2017)	Utilizes Peaceful Valley Park, Warming House, Festival Grounds, Heinzen Pavilion: Free community educational event that offers various activities, opportunities, and education for participants. Includes: Optimist Bike Rodeo, Kids Travel Safe, Antigo Headstart, Fire Department...etc. Open to the public.	X	X	Provides	X
Memorial Day Parade	5/29/2017	Parade begins at Eastview Manor Nursing Home and follows city streets to the Langlade County Courthouse. This parade is an expected event held yearly on Memorial Day celebrating and recognizing the many Antigo area citizens who served in the Armed Forces and have since died. Public is encouraged to attend parade and ceremony at conclusion of parade.	X		X	
End of Year School Functions	May through June	Utilizes city shelters for school picnics, Monday through Friday from 7 a.m to 3 pm. Any event beyond these days and times requires a paid reservation.				X
Music in the Park-Mondays and Thursdays (some special dates)	Beginning of June – End of August	Utilizes City Park West. Free Music in the Park Summer Series. Open to the public.	X		Provides	X
Play and Learn Time	May through August	Utilizes City Park West. A free universal program open to all families and cities in the county. Presented by Children's Hospital of Wisconsin Community Services				X
Antigo Farmers Market	June to October	Utilizes Heinzen Pavilion, Peaceful Valley Park, Warming House and Festival Grounds. The market sells locally grown produce and related food items along with cooking and crafting demonstrations. Benefits the community by making locally grown produce available along with educating the public with regard to food choices and preparation. Weekly donations of produce are made to the Antigo Food Pantry.	X		Provides	X
Healthy Ways Coalition - Spring Walk	Beginning of June (Tentatively 6/7/2017)	Utilizes a city shelter and Springbrook Trail. Free Community Event that is Sponsored by the Healthy Ways Coalition, businesses, and organizations, which creates awareness for participants about healthy activities and opportunities in our community. Open to the public.	X		X	X
Kids Fishing Day/Trout Unlimited	Beginning of June (Scheduled 6/3/2017)	Utilizes City Park East. Free Community Event sponsored by Trout Unlimited that exposes youth the recreational activity of fishing. Open to the public.	X		X	X
Salvation Army Rummage Sale	On same date as city-wide garage sale-- 6/3/2017 tentatively	Utilizes Hudson Street shelter. The group sells items which are donated and the funds go to help the programs for the coming year.	X		X	X
A Ride to Remember	June Date to Be Named	Utilizes Peaceful Valley Park, Warming House, Festival Grounds and Heinzen Pavilion. A fundraising event honoring Michelle Koss who was tragically killed in 2016 in a bicycle accident.	X		X	X
Clifford Hausmann Memorial Vietnam Vet Cookout	6/17/2017 (scheduled)	Utilizes Hudson Street Shelter. Vietnam Veterans Memorial Picnic recognizing and remembering veterans for their service. Open to the public.	X		X	X
Market Streetfest	Late June	Utilizes the downtown corridor. The 700 and 800 blocks of 5th Avenue are closed. Events are held to promote awareness of the downtown businesses and Antigo First Inc. organization	X	X	X	
Mission Antigo Barbecue	Middle of June (Tentatively 6-17-17)	Utilizes Peaceful Valley Park, Warming House, Festival Grounds and Heinzen Pavilion. A cookout to celebrate the work and participants of Mission Antigo which were completed in the previous week.				X
"Young Neighbors in Action" Group Appreciation Night	Late June (Tentatively 6-28-17)	Utilizes Lake Park Concession stand. Volunteers perform community service projects and wrap up the activities with a night of fun and food to reflect on what they have accomplished.			X	X
Compassionate Friends Picnic/Balloon Release	Middle of July (Tentatively 7/12/2017)	Utilizes Hudson Street Shelter. Families come together to honor the children they have lost.	X		X	X
Kids from Wisconsin Picnic by Rotary Members	Middle of July (Tentatively 7/18/2017)	Utilizes City Park East. Kids from Wisconsin performers are entertained for a picnic by Rotary members. The Rotary Club brings Kids from Wisconsin for a performance and the funds are used to bring exchange students to the community and support them financially.				X
Antigo Optimist After Fair Picnic	Middle of August	Available Shelter Facility. Annual event recognizing Optimist volunteers that contribute their time for community and youth events in the community throughout the year.				X
LYVE Benefit in the Park	Early August (Tentatively 8-6-17)	Utilize City Park West. They raise funds to cover the cost of participating in state competition. They invite the public to see them perform and sell food items to raise funds.	X		X	X
Kiwanis Club Picnic	Early August	Utilizes City Park East. Annual event to acknowledge the members for the community events they have participated in throughout the year. Kiwanis Club funds youth activities in the community.				X

ANNUAL EVENTS FOR 2017 WHICH REQUIRE WAIVERS			Requested Waivers/Fees			
Event Name	Estimated Date of Event	Brief Event Description	Event/Parade Permit Fee	Street Use Fee	Insurance Certificate	Shelter
Antigo Tater Trot	Beginning of August (Tentatively 8/12/17)	Utilizes City Park East and West. Annual Race for runners and walkers. Funds raised are used to sponsor a variety of local organizations, clubs, and continue the annual event year to year. Open to the public	X	X	Provides	X
Missing Not Forgotten / A Night of Hope	8/11/2017	Utilizes Hudson Street Shelter. Annual event to remember those that are missing. Open to the public.	X		X	X
Antigo Elks Lodge #662	Tentatively 8/22/2017	Utilizes City ParkEast. Annual event to acknowledge the members who volunteer their time for events. Elks funds are used for youth events in the community.				X
Antigo Cancer Society Relay for Life of Langlade County	Tentatively August 18, 2017	Utilizes Peaceful Valley Park, Festival Grounds, Warming House and Heinzen Pavilion. Street closure of 6th Avenue & 7th Avenue in this block allows participants to walk complete blocks as well as parking area.	X	X	Provides	X
Party In the Park (Antigo First Inc.)	Tentative date of 8/19/2017	Utilizes Peaceful Valley Park, Warming House, Festival Grounds and Heinzen Pavilion. Community event to raise money for many community organizations and events. Pig roast, music and raffle. Open to the public.	X	X	X	X
Badgerland Classics Car Club	Mid-August (Tentatively, Sunday, August 20, 2017)	Utilizes Peaceful Valley Park, Warming House, Festival Grounds and Heinzen Pavilion. Community event that showcases a variety of cars, vehicles, and tractors. Event offers food, all-day fun, and an educational experience for participants and attendees. Street closure of 6th Ave, 7th Ave and Field St for safety. Open to the public.	X	X	Provides	X
Antigo Walk to End Alzheimers	Middle of September (Tentatively 9/10/2017)	This event utilizes the city sidewalk. Open to the public and is a community event to raise awareness of Alzheimer's disease. Funds raised from the walkers donations are used to support care and services provided to families across Langlade County. All services from the Alzheimers Association are provided to those in need free of charge.	X		Provides	
Boys & Girls Club of Langlade County-Cops vs Shops	Middle of September (Tentatively 9/14/2017)	Utilizes a Lake Park Concession Stand. This event is a fund-raiser for the club in which city departments play softball against each other with the winner receiving bragging rights for the following year. A community event organized to show support of the club by the city departments.	X		Provides	X
Healthy Ways Coalition - Fall Walk	Middle of September (9/21/2017) Tentatively	Utilizes Springbrook Trail. Free Community Event that is Sponsored by the Healthy Ways Coalition. The event encourages people of all ages to come and enjoy the Springbrook Walkway as a healthy way to encourage exercise and healthy lifestyle changes. Open to the public.	X		X	
Out of Darkness (Suicide Prevention/Awareness Walk)	End of September (Tentatively 9/23/17)	Utilizes the Lake Park Concession and Shelter: Walk on the Springbrook Trail that creates awareness about suicide prevention and also remembers those that we have lost. Open to the public.	X		Provides	X
Antigo High School Homecoming	Approximately 1st week of October	Utilizes the Police and Street Departments for traffic control.	X		School District	
Bright Futures 5K Color Run/Walk	Early October (Tentatively 10/7/2017)	Utilizes the Springbrook Trail path along with crossings at city streets (Milton St). A 1 mile and 5K run are held to benefit the Boys & Girls Club Healthy Lifestyles Program. Road closure road blocks are needed for both ends of Milton Street to provide safety for the participants. Open to the public.	X		Provides	
CROP Walk to End World Hunger	Early October (Tentatively 10/7/2017)	Utilizes Peaceful Valley Park, Warming House, Festival Grounds and Heinzen Pavilion. Walk on the Springbrook Trail, which raises funds for local and international food relief. Open to the public.	X		X	X
UW Extension Antigo Field Research Day	Date varies. Typically in the middle of the week.	Utilize one of the City Park Shelters. Picnic recognizing volunteers that assist with the Field Research Day at the Langlade County Research Station. Open to the public.				X
Baked Potato Sale to Benefit The Giving Tree	Second half of October (Tentatively 10/20/16)	Utilizes the Peaceful Valley Park, Warming House, Festival Grounds and Heinzen Pavilion. Raises funds for the annual Giving Tree Program	X		X	X
F.I.G.H.T for a Cause Halloween Hits Softball Tournament	Mid-October (Tentatively 10/20 & 10/21/17)	Utilizes Lake Park shelter concession. Fundraiser for families with sick children to assist with medical bills.	X		X	X
Antigo Optimist Halloween Bash	Usually the Saturday before Halloween (Tentatively 10/28/2017)	Event for local youth utilizing the Peaceful Valley Warming House, Festival Grounds and Heinzen Pavilion. The Optimists replaced the parade with this event in 2016. Kids now play games and still get awards for their costumes in addition to tricks and treats. No fee is charged to youth to participate and event is open to the public.	X		Provides	X
Monday Miles-100 Mile Club Walking Event	Approximately mid-November	Event utilizes sidewalk about courthouse	X		X	

Jon Petroskey
Fire Chief
jpetroskey@antigo-city.org



Eric Roller
Public Safety Director
eroller@antigo-city.org

City of Antigo Fire Department

January 11, 2017

Finance, Personnel, & Legislative Committee

Recommendation to fill vacant Firefighter/Paramedic Position

Dear Committee Members;

The Antigo Fire Department is trying to prepare for the potential loss of three individuals within the fire department. We have received background investigations on two firefighter/paramedics and have received word from that department that our employees are top candidates. We have also heard that another employee is seeking employment in another department within the state. We want to be prepared to move forward as quick as possible if we receive the letters of resignation from these employees.

I am requesting that the Antigo Fire Department be authorized to hire new employees to maintain our current level of staffing if we receive the letters of resignation. The applicant pool has been dwindling over the past couple of years and we have had a very limited number of applicants to choose from in the past, and want to be able to act as fast as possible to have as many applicants as possible when we hire.

The Antigo Fire Department continues to operate within the budget and in 2016 we set another record for the number of calls at 2, 132. We continue to attempt to take as many transfers as possible and we can only do that if the staffing levels remain at our current level.

I am seeking a motion to hire new staff within the next four months if necessary, to maintain our current level of 17 Firefighters/EMS.

Sincerely;

Eric J. Roller
 Director of Public Safety

700 Edison Street
 Antigo, Wisconsin 54409

715-623-3633 Ext. 42
www.antigo-city.org/AFD

Attachment: Vacant Firefighter positions memo (1329 : Vacant Firefighter Positions)



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: January 18, 2017
Re: Budget Transfers

Every year when the budget is set, our best estimates for the line items are used. When the actual funds are spent, the expenditures are coded to the area that is applicable for the purchase. This coding does not always align with the estimates for the budget so adjustments are required to bring the actual expenditures and budget together. Enclosed with this memo is a list of the 2016 budget adjustments/transfers that are known at this time. If approved a resolution will need to be forwarded to Council.

What I am asking is that along with the enclosed list, you allow any transfers/adjustments that may come up between now and the February Council Meeting to be added to the resolution in February. Departments have until February 1st to submit invoices for items/services purchased in 2016 that have not yet been invoiced. There is not enough time to bring this back to the Committee and then to Council for approval as the auditors will be starting the final audit in mid-February.

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

2016 BUDGET TRANSFERS

FUND TO	ACCOUNT	AMOUNT	FUND FROM	ACCOUNT	DESCRIPTION
100.510.51510.52210	Accounting/Auditing	\$1,610.00	100.510.51990.59000	Contingency Fund	Auditing Alloc Chg from Budget
100.510.51530.52280	Assessing Services	\$800.00	100.510.51990.59000	Contingency Fund	Assessing Incr Due to Challenge
100.530.53310	Street Maintenance	\$125,000.00	100.530.	Street Dept	Realloc Funds for Maintenance
100.550.55210	Parks & Playgrounds	\$118,500.00	100.550.	PRC	Realloc Funds for Actual Exp
100.550.55310	Park & Rec Admin	\$7,010.00	100.550.	PRC	Realloc Funds for Actual Exp
100.550.55320	Recreation Programs	\$2,000.00	100.540.	Cemeteries	Realloc Funds for Actual Exp
100.550.55460	PRC Campground	\$5,100.00	100.550.	PRC	Realloc Funds for Actual Exp
100.580.58640	Emp Ben-WelFit Partic.	\$860.00	100.510.51990.59000	Contingency Fund	Trans for Empl Ben for WelFit
	TOTAL	\$260,880.00			

2016 BUDGET ADJUSTMENTS

Increase			Increase		
217.620.62001.56010	TIF 4 Grants	\$4,300.00	217.490.00000.49250	TIF 4 Fund Bal Appl.	For Grant Application Assistance
225.620.62001.56050	Health-Claims	\$55,000.00	225.490.00000.49250	Health Fund Bal	Claims Higher Than Anticipated
226.620.62001.56120	Dental-Claims	\$1,900.00	226.490.00000.49250	Dental Fund Bal	Claims Higher Than Anticipated
278.620.62001.59010	Hotel/Motel-Trans Gen Fnd	\$1,800.00	278.410.00000.41340	H/M Room Tax	Payments Higher Than Anticipated
278.620.62001.59620	Hotel/Motel-Trans PI Fund	\$3,600.00	278.410.00000.41340	H/M Room Tax	Payments Higher Than Anticipated
310.630.63001.61130	Debt Serv-Prin 97 Northsd	\$60,610.00	310.490.00000.49250	Debt Serv-Fund Bal	Pay Off Debt from Reserve Funds
415.640.64001.54150	PI Property Insurance	\$198.00	415.490.00000.49250	PI Fund Bal	Slightly Higher Ins than Budgeted
415.640.64001.56010	PI Entrepreneur	\$15,000.00	415	PI Def Grant Revenue	Rec Grant Awarded from Def Rev.
415.640.64001.56110	PI Purchase Hotel/Motel	\$35,400.00	415.490.00000.49250	PI Fund Bal	Rec Approv Purch from Room Tax
415.640.64001.56240	PI Purchases Edison Clb	\$6,900.00	415.490.00000.49250	PI Fund Bal	Rec Expenditures for Edison Club
415.640.64001.59920	PI Administration Fees	\$32,704.00	415.490.00000.49250	PI Fund Bal	Rec LC EDC Pymts not in Budget
442.640.64002.58500	CIP Parks & Playgrnds	\$32,100.00	442.490.00000.49250	CIP Fund Bal	Rec Pavilion Funds from Reserve
610.620.62001.57050	Lib Exp Trust Cap Equip	\$83,900.00	610.490.00000.49250	Lib ET Fund Bal	Rec Purchases from Donations
613.620.62001.53530	PRC Exp Trust Purchases	\$182,300.00	612.490.00000.49250	PRC Fund Balance	Rec Purchases for Pavilion
614.620.62001.53410	Law Enf Exp Trust Purch	\$21,100.00	614.490.00000.49250	Law Enf Fund Bal	Rec Purchases from Donations
615.620.62001.53530	Fire Dept Exp Trs Purch	\$28,710.00	615.490.00000.49250	Fire Dept Fund Bal	Rec Purchases from Donations
	TOTAL	\$565,522.00			
01/15/17:kmm					

Attachment: Budget Transfers (1338 : Budget Transfer)



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: January 18, 2017
Re: MSA Professional Services Agreement for 2017 TID Related Services with Hourly Contract Pricing at an Estimated Cost of \$5,000

State of Wisconsin 2015 Wisconsin Act 257 (SB51) changed some requirements for existing Tax Incremental Financing Districts (TID) that must be complied with in 2017. The annual report needs to include more than just our audited financial statement. In addition, the Joint Review Board must now become a standing committee and must meet annually to review the annual report. This meeting must occur in July or as soon as the updated annual report is complete. An overview from the Department of Revenue is included with the agenda.

Scott Martin, MSA Professional Services, brought these new requirements to my attention and I then asked for a cost as there are some items that the City will need assistance in putting together. Because these are new requirements and there will be some items that we can put together without assistance, MSA Professional Services has provided hourly contract pricing with an estimated cost of \$5,000 for 2017 for all five active TIDs. The City would be charged for the actual services MSA assists with. This cost would be eligible to be funded through each TIF. A copy of the professional services agreement with MSA is also included with the agenda.

My recommendation is to enter into this contract for 2017 as MSA Professional Services assisted with the creation and amendments of the original TIDs so they will have prior knowledge of the information needed without having to research our files. After the first year of this new format, we can evaluate how much assistance is needed in future years and determine if further assistance is warranted.

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



[Home](#) > [Governments](#) > [Messages to Municipal & County Officials](#) > [TID Law Changes](#)

March 10, 2016

TO: Assessors, Real Property Listers, County Treasurers, Municipal Clerks and Treasurers, TID/TIF lists

Subject: TIF Law Changes

The Wisconsin Department of Revenue would like to inform you that four Tax Incremental Finance (TIF) bills recently became law. All four are from the Joint Legislative Council's Study **Committee on Review of TIF**.

Summary of each bill:

1. SB 50 - Act 256

- Effective March 3, 2016
- Changes Joint Review Board (JRB) review period from 30 days to 45 days to approve municipality's TID resolution (sections 1, 5, 19)
- Changes calculation of levy limit exception - municipality's equalized value for preceding year excludes value of any TID increments for year TID terminates (section 2)
- TID industrial zoning requirements only apply to industrial TIDs (section 3)
- Changes planning commission notice from class 2 to class 1 for TID amendments (section 4)
- One year life and allocation extension for new TIDs when the municipality adopts the project plan between September 30 and May 15 (sections 9, 10, 17, 18)
 - Example 1: if the municipality adopted the project plan between September 30, 2015 and May 15, 2016, DOR will add one year to the life and allocation
 - Example 2: if the municipality adopts the project plan between September 30, 2016 and May 15, 2017, DOR will add one year to the life and allocation
- Repeals or amends for obsolete TID law (sections 6, 7e, 8, 8m, 11, 12, 13, 14, 15, 16, 20m)



2. SB 51 - Act 257

- Effective dates:
 - October 1, 2015 for industry-specific town TID sections
 - October 1, 2016 for other sections
- Requires standing JRB (sections 1, 2, 7, 8, 9, 13, 14):
 - Must meet July 1 annually or as soon as the updated annual report is available to review
 - Remains in existence the entire time TID exists with same taxing jurisdictions
 - May disband following termination of all existing TIDs
 - **Note:** Includes industry-specific town TID and environmental remediation TID
- Industry-Specific Town TIDs (section 3):
 - Repeals DOR's review and determination whether the money expended, or debt incurred, by an industry-specific town TID complied with law
- Municipality must submit electronic annual report of each existing TID to each overlying taxing jurisdiction. Annual report submissions to DOR are due starting July 1, 2016 for Town TIDs and July 1, 2017 for all other TIDs. (sections 4, 5, 6, 10, 11, 12, 15, 16, 17) The annual report must contain:
 - Name assigned to the TID
 - Classification of TID included in project plan and project scope
 - Developer in agreement with municipality receiving financial assistance from tax increments
 - Date municipality expects TID to terminate
 - Amount of tax increments to be deposited into a special fund for that TID
 - Contact person designated by municipality to respond to annual report
 - Analysis of TID special fund:
 - Balance at beginning of the fiscal year
 - Amounts deposited by source, including amounts received from another TID
 - List of expenditures from special fund by category of permissible project costs
 - Balance at end of fiscal year, including breakdown by source identifying portion of balance required for payment of anticipated project costs
 - Portion of ending balance not identified for payment of anticipated project costs designated as surplus
- DOR must:
 - Create format of annual reports in 2016

- Post reports no later than 45 days after receipt
- Determine whether to grant an extension if municipality provides evidence report is being completed
- Post list of extensions, period of extension and whether municipality timely filed annual report within extension
- Notify municipality annual report is past due if municipality does not timely file
- Charge municipality \$100 each day annual report is past due. Fees will be deposited in common school fund.

3. **SB 53 - Act 254**

- Effective March 3, 2016
- Allows municipality to amend TID's project plan and request three-year extension to TID's life if tax increments are impacted by 2013 Act 145 that increased state aid to technical colleges (sections 1, 2, 3, 4, 5, 6, 7)
- Requires DOR to indicate in a fiscal estimate if a bill will increase or decrease the increment collection for TIDs or if the effect is indeterminate (section 8)

4. **SB 54 - Act 255**

- Effective for TIDs created or whose project plan was amended on or after October 1, 2015
- Removes restriction that vacant property may not comprise more than 25 percent of TID for creations after effective date (section 1)
- Revises TID base value calculation to exclude exempt city-owned property (sections 2, 3, 4, 5, 6, 7, 8)

Questions?

- Additional information will be available on our [website](#)
- If you have any questions, contact us at tif@wisconsin.gov


PROFESSIONAL SERVICES

More ideas. Better solutions.

Professional Services Agreement

This AGREEMENT (Agreement) is made today February 8, 2016 by and between CITY OF ANTIGO (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: 2017 TID Related Services

The scope of the work authorized is: Provide TID project planning and consultation services as requested

The schedule to perform the work is: Approximate Start Date: January 1, 2017
Approximate Completion Date: Dec 31, 2017

The estimated 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 time and expense basis.

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

CITY OF ANTIGO

MSA PROFESSIONAL SERVICES, INC.

Bill Brandt

Mayor

Date: _____

Scott Martin

Scott Martin

Program Manager

Date: 1/11/2017

Attest: City Clerk

Name: Kaye Matucheski

Date: _____

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

1835 North Stevens Street
Rhineland, WI 54501
Phone: +1 (715) 304-0417
Fax: (715) 362-4116

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

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

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

**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.

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.