CITY OF ANTIGO

FINANCE, PERSONNEL, AND LEGISLATIVE COMMITTEE MEETING

MULTI-PURPOSE ROOM	**Wednesday, July 20, 2022**
CITY HALL, 700 EDISON STREET	**6:00 PM**

Call to Order

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

1. Approval of the Minutes from the June 22, 2022 Meeting
2. Music in the Park Request for Contribution to Cover Brochures
3. Presentation by Dave Mazza from Dana Investments on the City's Schwab Investments
4. Renew Third Millenium Associates, Inc. Contract for Printing and Maining Utility Bills for a Five-Year Term
5. Approval to Waive Event Permit and Insurance for Wright Place Playground Carnival Fundraiser
6. Transfer Funds for Severance Pay Outs for Three Employees from the Severance Reserve Account to the Employees' Home Departments
7. Request Direct Legislation for an Extension to the Life of Tax Increment Finance District (TIF) 4 for Additional Increment to Pay Debt

Any Other Matters Authorized by Law to be Considered

Adjournment

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

DATE MAILED: July 14,2022 BILL BRANDT

Kaye Matucheski

From: Sharon Gibson <sharon.gibson13@gmail.com>
Sent: Tuesday, July 05, 2022 7:52 PM
To: Kaye Matucheski
Subject: Re: [External] Music In Park Brochure Invoice

To Whom it may concern

Music in the park is requesting assistance in paying for the brochures for 2022. All assistance is greatly appreciated.

Thank you in advance for your assistance.

Music in the park Committee

invoice

June 9, 2022

Tammy Steger
1226 1st Avenue
Antigo, Wisconsin 54409
715.216.3136
tammysteger@gmail.com

Antigo Music Association
NIck Salm & Sharon Gibson

JOB - Music in the Park - 2022

Brochures

SIZE: 8.5" x 14" FOLDING: Double Parallel Fold PAPER: 100 lb. Gloss Book (C2S) with Aqueous Coating

Printing 5,000	$521.50
Shipping	$90.00
Design - 1.75 hour	$100.00

Total Due **$711.50**

RECEIVED
JUN 14 2022
CITY OF ANTIGO

Thanks for Your Business!

Total due within 15 days of date noted on this invoice. Checks payable to Tammy Steger.

"Antigo Area on the go"

To:	Mayor and City Council
From:	Kaye Matucheski, Clerk-Treasurer/Finance Director
Date:	July 20, 2022
Re:	Renew Third Millenium Associates, Inc. Contract for Printing and Maining Utility Bills for a Five-Year Term

The City has contracted with Third Millenium Associates, Inc. since 2012 to print and mail the utility bills each week. The City's cost is 14.942 cents to print and mail the bills. There is also the charge for postage which is set by the U.S. Post Office and charges for inserts the City requests.

The price of 14.942 cents is the same as what the City has been paying and by signing a five-year agreement, they will hold the price for those five years.

I had another vendor call me a few months ago and we were comparing the prices and services that we have from Third Millenium and he stated that we seem to be taking advantage of any savings and that his price would not be any better.

We have been very satisfied with Third Millenium and would like to continue working with them. The coordination between the computer systems works very well so there would be no work to move to something new.

If you have any questions or concerns, please feel free to contact me. If this is approved, a resolution will be forwarded to Council.

Utility Billing Production Agreement

Third Millennium Associates, Inc.
and the City of Antigo

This agreement, is of five years duration. This production agreement, which is entered into this______day of_______________2022 by and between Third Millennium Associates, Inc. (hereinafter referred to as "TMA") and the City of Antigo, (hereinafter referred to as "CITY"). For consideration of payment, TMA will provide to CITY programming, Information technology services, laser imaging and mailing services for the purpose of rendering Utility billing invoices and other items as detailed on the attached Schedule "A".

1. Pre-agreement Confidentiality

Confidentiality and non-disclosure are defined by mutual agreement between TMA and CITY per the attached agreement document dated and signed on the 23 day of February, 2012 by TMA and CITY. Also refer to paragraph 10 of this agreement.

2. Pricing Structure

The prices on which products and services will be provided by TMA to CITY are set forth on the attached Schedule B.

3. Postage Cost

Postage costs are not included in the attached listed prices and will be paid by CITY directly to the USPS via E.P.S. The City has opened and is maintaining an E.P.S. account. TMA will provide the 3602 document for your review. The USPS will report directly to CITY all amounts charged to the CITY E.P.S. account.

4. Payment Terms

Products and services provided by TMA shall be cumulatively billed on a monthly basis. The TMA Invoice format shall detail each individual mailing and the dates of the provided service. All correctly rendered TMA monthly invoices shall be paid by CITY in forty-five (45) days of receipt.

5. TMA Quality Commitment

TMA guarantees that it will maintain consistent standards of quality workmanship and warrants the accurate and timely processing, printing and mailing of the document as outlined in paragraph seven (7) and that its products and services will be free from defect in materials and workmanship. TMA does not warrant that the document contents are fit, legally or otherwise, for their intended purpose or use.

6. Limits of Liability

TMA agrees to use all reasonable efforts to provide timely computer services, but will not be held liable for errors of omission resulting from inaccuracies or defects in any CITY billing data file, or for errors, omissions or delays resulting from improper input and output data controls and procedures used by CITY or given to TMA by CITY.

TMA shall not be held responsible for any loss or delay or any default caused by acts of God or any other circumstances outside TMA's control which includes but is not limited to fire, flood, or labor from usual sources of supply, government restrictions, or electrical, mechanical or computer software failure that is unavoidable or beyond reasonable control of TMA. TMA agrees to use all reasonable efforts to provide timely production services at an alternate site in the event that their production site is unusable due to the aforementioned acts of God or any circumstances outside TMA's control.

TMA'S maximum liability for any and all claims arising from the performance of its obligations shall not exceed the purchase price of the products and computer services provided.

7. Division of Responsibilities

7A. TMA Responsibilities

7A-1. To write the software required to convert the CITY Utility billing file to the required laser image format.

7A-2. To write software that will allow CITY'S Utility billing files to be processed through Postal software for the purpose of reducing CITY'S postage to the minimum allowable postage piece rate.

7A-3. To procure all materials required to produce and to mail the Utility bills. This includes the Utility billing invoice, the No.10 window envelope and the No.9 courtesy reply envelope. TMA will not guarantee the performance of materials not produced by TMA.

7A-4. TMA will notify CITY of the availability of record count and control totals for the Utility billing file no later than four (4) hours after receipt of the file.

7A-5 TMA will laser image and mail all CITY Utility bills within forty-eight (48) post office operating hours after receipt of CITY control total / record count sign off. Failing to do so will cause TMA a monetary penalty. The penalty is calculated by multiplying the late billing file's dollar value, times CITY'S Bank daily earnings credit rate, times the number of day(s) late.

7A-6. TMA will provide our employees the training to ensure the confidentiality of CITY information.

7A-7. TMA will maintain effective and timely communications with CITY in all matters pertaining to the responsibilities listed herein.

7B. CITY Responsibilities

7B-1. *Project Initiation:* CITY will provide to TMA an ERP utility billing file containing all required billing elements which are internally calculated by the CITY'S ERP software. Provide the Utility billing file record layout with file to form written instructions, all billing business rules, exception rules and any other variations to the above. CITY shall approve the record count and control total format presentation and laser imaged Utility bill format both front and back upon project completion.

7B-2. *Billing File and/or Bill Format Changes*: Subsequent to CITY "Project Initiation approval" any changes to billing business rules, laser image format, ERP billing file corruption, modifications and or version up-dates will be billed to CITY at the prevailing programing rates. .

7B-2a: If your file is submitted to the TMA Gateway prior to 1pm, on a regular business day, and that file stalls/fails, the file will be reviewed the same business day. TMA will then impart this information to the municipality for the next steps to be determined.

7B-2b: If your file is submitted to the TMA Gateway after 1pm, on a regular business day, and that file stalls, the file will be reviewed on the next business day. TMA will then impart this information to the municipality for the next steps to be determined.

7B-2c: If your file is approved on the TMA Gateway, on a regular business day, and our production staff attempts to run the file in production and it is determined the file is corrupt, we will review the issue and advise the municipality for the next steps to be determined.

- On files approved before 1pm, on a regular business day, review the same business day.
- On files approved after 1pm, on a regular business day, reviewed the next business day.

7B-3. If, in the course of file review (whether prior to approval of file or after approval of file), it is determined that a file correction/or multiple corrections are needed, TMA will advise on the information that we have available, what the issue with the file is, and consult with the municipality for direction on whose responsibility it will be to correct the file.

7B- 3a: If that fix/correction is to be made by TMA, the number of programming hours (cost) will be explained, as well as the timeframe for the fix to be implemented.

Staff training and responsible file submission

7B-4. To provide to TMA a three (3) hour response via the TMA Gateway verifying the record count and control totals as stated in 7A-4.

7B-5. To maintain an E.P.S. postal account.

7B-6. To pay all correctly rendered TMA invoices within 45 days.

8. Price Changes

The prices listed on Schedule B shall be held for the duration of the initial 5-year term. Prices may be reviewed if the agreement quantity as stated in SCHEDULE “B” ***decreases*** by more than ten percent. TMA must provide quantification documentation of cost change if due to decrease in 10 percent or more in quantity being produced.

Programming rates are not subject to price freeze. Should any code /work on data files be necessary (due to software upgrade, change, etc) TMA will quote work to CITY at time needed.

US Postage rates are not controlled by TMA, are billed at actual and are set by USPS. USPS rates are subject to the US Postal Service current rates at time of services. TMA will notify CITY of any postage changes that USPS rolls out as they occur.

9. Renegotiations and Cancellation

In the event either party is in breach of any of the terms contained herein, the non-breaching party shall give written notice of said breach to the breaching party. The breaching party shall have ten (10) days to cure the breach. In the event said breach is not cured within ten (10) days of notice, the non-breaching party may then give thirty (30) days written notice of cancellation of this Agreement.

10. Post-agreement Confidentiality

In the event of cancellation or expiration of this agreement, TMA shall return to CITY all materials and information pertaining to the performance of this agreement. These materials shall include, but are not limited to, all electronic media, all printed material, all notes, memos or other sources of CITY confidential information.

In no instance, prior to, during, or after the conclusion of this agreement, shall TMA offer for sale or in any other manner disclose to any third party the CITY document file or any other such CITY files, whether written or in electronic media format.

11. Materials Production

Prior to materials production runs, TMA will notify CITY in writing of the items to be produced, production quantities planned and the estimated period of materials consumption. TMA will base its materials production quantities on projections using current semi-annualized Utility billing volume.

Any materials (i.e., non imaged forms, envelopes, etc.) that have been produced specifically and exclusively for CITY’S use will be paid for by CITY and at CITY’S written request will be returned by TMA to CITY upon cancellation or expiration of this agreement.

12. <u>Other Provisions</u>

This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements. No amendment, supplement, modification, waiver or termination of this agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provision of this agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

This agreement shall be construed and interpreted according to the laws of the State of Wisconsin.

If any provision, clause or part of this agreement, or the application thereof under certain circumstances is held illegal or unenforceable, the remainder of this agreement, or the application of such provision, clause or part under certain circumstances, shall not be affected thereby. Jurisdiction for any disputes hereunder shall be Langlade County, Wisconsin Circuit Court.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed the Agreement effective as of the date last written below.

AUTHORIZATION

THIRD MILLENNIUM ASSOCIATES, INC.

Signature: ____________________

Name: **Elizabeth S. Adducci**

Title: **Vice President**

Date: **July 1, 2022**

CITY OF ANTIGO, WI

Signature: ____________________

Name: **Bill Brandt**

Title: **Mayor**

Date: ____________________

Schedule A

Materials to be provided by TMA:

M1. 8 1/2 X 11" Utility bill printed two colors on the face and one color on the back. Paper is 20lb. MOCR bond, with a cross perforation to create the remittance portion of the document.

M2. No.10 window envelope. Paper is 24 lb. white-wove.

M3. No.9 courtesy reply envelope with a window. Paper is 24 lb. white-wove.

M4. With mutual agreement, CITY may authorize TMA to provide certain materials for new projects or variations of the billing project. These material descriptions may be attached to, and become a part of Schedule "A".

Services to be provided by TMA:

S1. To write CITY Utility billing file conversion software that will allow the laser imaging of CITY Utility bills per the charges stated in Schedule "B".
Should any changes be necessary to the code/data/files (update of software, change to software at CITY or CITY's software provider request) a quote will be give to CITY at current per hour programming rates.

S2. To write the required software that will allow CITY'S billing file to be processed by TMA postal software.

S3. To process the CITY data file using TMA postal sort application software to reduce the CITY'S postage rate to the minimum automation rate amount allowed by the USPS.

S4. To laser image CITY Utility bills in quantities and frequencies as stated in schedule "B" of this agreement.

S5. To insert, seal, tray, sleeve, band, label, palletize and prepare USPS form 3602 and deliver to the US Post office all pieces laser imaged with respect to item S4.

S6. To insert additional pieces into the outgoing No.10 billing envelope as directed by CITY per the conditions and charges as stated in Schedule "B" of this agreement.

S7. With mutual written agreement, CITY may authorize TMA to provide additional services and / or products for new projects or variations of this billing project. These service descriptions may be attached to, and become a part of Schedule "A".

<u>SCHEDULE B - Pricing</u>

The prices contained herein are based on an average annual usage of 48,000 Utility bills. Any variance that *decreases* the above quantities in excess of ten (10) percent per agreement year will be cause for a price review. **These prices will be held for the 5-year term.**
There are two exceptions to price hold:
Programming for any code changes needed, and US Postage costs.
Should programming be needed, TMA will provide a quote to CITY, at current prevailing programming rates.
US POSTAGE is billed at actual to CITY, and subject to the current USPS rates for all work, mail and production introduced to the mail stream.
There will be no more than one production run per week for the above stated item. Each Utility billing unit shall consist of the components described in Schedule A.

1B. CITY Utility bills will be laser imaged and mailed at a cost of 14.942 cents per Utility bill (excluding postage). Prices are based on a weekly billing cycle. Each week TMA will bill between 800 and 1,245 utility accounts in one production run. System set up has already been done, this contract is for renewal of services.
There will be a $25.00 fee per production run if you chose to laser image late notices and / or shut-off notices as an additional and separate run each week.

2B. A separate insertion charge will be applied for <u>any additional item</u> inserted into the out-going billing envelope. Insertion items must physically qualify for use on our insertion equipment. The insertion charge is 1.625 cents per item. This charge does not include the cost of printing and supplying the additional item(s) to be inserted. A quote can be provided for any item wished to be printed by TMA.

3B. With mutual written agreement, CITY may authorize TMA to provide certain products and services for new or revised projects. The TMA pricing structure for these projects may be attached to, and become a part of, Schedule "B".

"Antigo Area on the go"

To: Mayor and City Council

From: Sarah Repp, Parks, Recreation, and Cemetery Supervisor

Date: July 20, 2022

Re: Approval to Waive Event Permit and Insurance for Wright Place Playground Carnival Fundraiser

Jeanne Long and Alycia Fetterly have been working with the City of Antigo to raise funds for sensory and inclusive play equipment, which will be placed in Hudson Street Park, at the Wright Place Playground. To date, they have raised $15,000. They would like to host a Carnival at Hudson Street Park on Saturday, August 6, 2022 as another fundraising effort for the play equipment. They are requesting waiver of the Event Permit fee and insurance.

Request to approve waiving the event permit fee and insurance for the Wright Place Carnival Fundraiser for sensory and inclusive play equipment.

"Antigo Area on the go"

To:	Mayor and City Council
From:	Kaye Matucheski, Clerk-Treasurer/Finance Director
Date:	July 20, 2022
Re:	Transfer Funds for Severance Pay Outs for Three Employees from the Severance Reserve Account to the Employees' Home Departments

There have recently been three employee retirements which included pay outs for time remaining as approved in the Employee Manual. The City budgets dollars for severance pay outs in a reserve account every year in order to avoid a fluctuation in the budget amount and because we do not always know about retirements at budget time.

I am requesting budget transfers from the Severance Reserve to each department's Salaries Severance Pay account for the following:

Bruce Brown, Police Department, $21,336.26

Eric Roller, Police Department, $42,336.27

Roger Musolff, Building Inspector, $20,361.48

If this is approved, a resolution will need to be forwarded to Council. Should you have any questions, please feel free to contact me.

“Antigo Area on the go”

To:	Mayor and City Council
From:	Kaye Matucheski, Clerk-Treasurer/Finance Director
Date:	July 20, 2022
Re:	Request Direct Legislation for an Extension to the Life of Tax Increment Finance District (TIF) 4 for Additional Increment to Pay Debt

The City currently has five active TIF districts with one TIF (#4) nearing its termination date of September 22, 2025. This is the TIF in the area of Sartori Cheese and downtown. The City has already applied for and received any extensions available for this TIF. The projection on the cash flow of this TIF is that there will be approximately $995,000 still owed to the City for debt service when this TIF closes.

There are two options at this time for this TIF. The City can let the TIF close and not recoup the remaining balance owed to the City or we can petition the legislature for direct legislation to allow this TIF an additional ten years of life to repay these costs. Other municipalities have received this direct legislation so my recommendation is to at least try to get this done.

I have written to Senator Felzkowski and Representative Callahan requesting information on how to request direct legislation and for their support to see if this is even possible.

Please let me know if you have any questions.