



CITY OF ANTIGO

FINANCE, PERSONNEL, AND LEGISLATIVE COMMITTEE MEETING

MULTI-PURPOSE ROOM

Wednesday, December 20, 2017

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 November 15, 2017 Meeting
2. Write Off Block Grant for 1417 Fifth Avenue Due to a Foreclosure
3. Correction to Health Insurance Resolution #115-17 and Dental Insurance Resolution #114-07 for 2018 Fees
4. Purchase a Pollution Liability Insurance Policy for 2018
5. Deputize Clerical/Utility Assistant for Elections
6. Add a Chaplain Program for the Antigo Police Department
7. Update Tobacco Ordinance to Add Nicotine Products
8. Update Private Well Abandonment and Well Operation Permit Ordinances as Requested by the Wisconsin Department of Natural Resources
9. Update Language in Cross Connection Ordinance as Requested by the Wisconsin Department of Natural Resources
10. Demolition Study for Former Java Junction Building 814/16 5th Avenue
11. Contract for Demolition of House at 702 S Clermont St.
12. Consideration of the Submission of a 2018-2022 TAP Grant Application for the Expansion of the City's Existing Bicycle/Pedestrian Trail System Leading from the Elevated Boardwalk and Terminating at the Remington Detention Pond

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: December 14, 2017

BILL BRANDT



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: December 20, 2017
Re: Write Off Block Grant for 1417 Fifth Avenue Due to a Foreclosure

In checking records for the property at 1417 Fifth Avenue, the bank foreclosed on it at the end of 2015 and ownership of the property changed in 2016. The City has two block grant mortgages on this property totaling \$14,261.49 which will need to be written off because of the foreclosure. I am requesting approval to do this. If approved, a resolution will need to be forwarded to Council.

Should you have any questions, please feel free to contact me at 715-623-3633, extension 102.



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: December 20, 2017
Re: Correction to Health Insurance Resolution #115-17 and Dental Insurance Resolution #114-07 for 2018 Fees

First, let me apologize for including the wrong fees for 2018 for the dental and health insurance on Resolutions #114-17 and #115-17 respectively. The error was discovered when the resolutions were being signed and distributed.

The dental insurance fee stated there was no change and that it is \$5.05 per employee/per month. There is no change but the fee is \$5.25 per employee per month. I am asking for a correction to this resolution.

The health insurance administration fee stated the cost was \$56.68 per employee/per month. That was the original quote but Aspirus Arise submitted a revised quote and the fee is actually \$52.83 per employee/per month. I am also asking for a correction on this fee.

The 2018 Budget reflects the correct fees, it was only the resolutions that were incorrect. Should you have any questions, please feel free to contact me.



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: December 20, 2017
Re: Purchase a Pollution Liability Insurance Policy for 2018

The City's insurance policies with Cities & Villages Mutual Insurance Company (CVMIC) currently have a pollution liability exclusion. This means certain types of pollution are not covered on the policy. The section of the liability policy that excludes this says:

Any CLAIM arising out of the contamination or alleged contamination of any environment by POLLUTANTS introduced at anytime, anywhere, in any way, including, but not limited to, into or upon land, the atmosphere or any watercourse or body of water or aquifer. This exclusion applies whether or not the contamination is introduced into the environment intentionally or accidentally or gradually or suddenly and whether or not the INSURED and/or any other person or organization is responsible for the contamination.

The policy defines pollutants as:

POLLUTANTS - means any of the following: 1. Any substance exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal, local, or foreign equivalent. 2. Any solid, liquid, gaseous, or thermal irritant, contaminant or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. Waste includes materials to be recycled, reconditioned or reclaimed. 3. Any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, noise, FUNGI or bacteria, LEAD, and electric or magnetic or electromagnetic field radiation. The term POLLUTANTS, as used herein, is not defined to mean potable water, agricultural water, water furnished to commercial users or water used for fire suppression.

CVMIC has been researching the availability of purchasing pollution liability to add back some of the excluded coverage. The premium for the City of Antigo is approximately \$890 which would be a \$50,000 self-insured retention (SIR). There would still be some exclusions for pollutants and the SIR is high but it would offer more coverage than what we currently have. It is my recommendation to purchase this policy for 2018 to offer some pollution protection.

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



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: December 20, 2017
Re: Deputize Clerical/Utility Assistant for Elections

Previously in the Clerk-Treasurer's Office, one of the clerical positions was deputized in order to perform election work that only a deputy can do such as initialing absentee ballots. We have not had anyone deputized for this purpose since the previously appointed employee retired.

There would be no increase in compensation or job description as the position already indicates the handling of election related duties. This would allow the person to actually initial and sign the work that she is already doing instead of having to seek the signature of the Clerk-Treasurer or Deputy Clerk-Treasurer.

I would like to deputize Jaime Horswill for election duties. She has been performing these duties for a few years and I am comfortable with appointing her as an Election Deputy. If the Committee concurs, the appointment would have to have Council approval.

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



ANTIGO POLICE DEPARTMENT

ERIC ROLLER
CHIEF OF POLICE & DIRECTOR OF PUBLIC SAFETY
EROLLER@ANTIGO-CITY.ORG

December 12, 2017

Finance, Personnel, & Legislative Committee

Dear Committee Members;

The Antigo Police Department is interested in starting a chaplain program for the purposes of providing spiritual and emotional support to all members of the department, their families and members of the public that we serve. The goal is to have a chaplain assist our department in the following manner:

- Counsel law enforcement officers and other members of the department
- Make death notifications
- Assist at suicide incidents
- Visit sick or injured officers in homes and hospitals
- Teach officers in areas of stress management, ethics, and family life
- Furnish responses to religious questions
- Offer assistance at critical incidents and ceremonies

The chaplain is a volunteer position with no compensation for services and will be selected through a religiously neutral process. The chaplain is considered an on call position to meet the needs of the department and is provided with full access to all facets of the department, a distinct uniform, and training supported by the Antigo Police Department.

We are looking for a chaplain that is ecclesiastically certified in good standing and endorsed for a chaplaincy program by a recognized religious body and having a minimum of three years of service, a valid driver's license, show compassion and understanding for others, and relate easily to people while maintaining a high spiritual and moral standard.

Chaplains have been involved for many years in law enforcement and have proven to be very beneficial to the profession. Many departments in Wisconsin have a successful chaplain program and have been promoting the idea to other departments as there is an increased need for support to law enforcement.

Funding for the chaplain program will be very minimal and we will utilize our current training and uniform budget to maintain the program. I have already sent Officer Joe Husnick to training regarding establishing a chaplain program, and I feel we are ready to start the process.

I am requesting a motion that the Antigo Police Department can move forward with establishing a volunteer chaplain program for the Antigo Police Department.

Sincerely;

Eric J. Roller
Director of Public Safety

Attachment: chaplain (1897 : Chaplain Program)



ANTIGO POLICE DEPARTMENT

ERIC ROLLER
CHIEF OF POLICE & DIRECTOR OF PUBLIC SAFETY
EROLLER@ANTIGO-CITY.ORG

December 13, 2017

Finance, Personnel, & Legislative Committee

RE: Update ordinance number Sec. 22-154, Purchase or Possession of Tobacco

Dear Committee Members;

I am looking to update our current purchase or possession of tobacco products to include all nicotine products. The reason for the change is to include the E-cigarettes and vape products within the ordinance. Our current ordinance does not cover these products and is not consistent with the state statute. Including Nicotine products within the ordinance will allow us to properly enforce the E-cigarettes and vape products.

I am looking for a motion to change the ordinance.

Eric J. Roller
Director of Public Safety

Attachment: tobacco ordinance (1898 : Ordinance Change)



To: Mayor and City Council
From: Roger Musolff, Building Inspection/Zoning Administrator
Date: December 20, 2017
Re: Update Private Well Abandonment and Well Operation Permit Ordinances as Requested by the Wisconsin Department of Natural Resources

The WI. DNR requested that we update this ordinances:

The DNR completed an annual inspection of the waste water and water treatment facilities, part of the inspection is to review these ordinances.

Upon review

- There were references to Departments that no longer exist.
- Some of the language was out dated.

ORDINANCE NO. : _____

An Ordinance Amending Section 42-132 of the Municipal Code of the City of Antigo.

The Common Council of the City of Antigo does ordain as follows:

Section 1. **Section 42-132. Private well abandonment and Well Operation Permit** shall be amended to read as follows:

WHEREAS, s. NR 810.16, Wisconsin Administrative Code, directs suppliers of water for municipal water systems, and communities served by municipal water systems, to implement a local well regulation program requiring proper abandonment of unused, unsafe or noncomplying wells located on premises served by the municipal water system, and to provide permits for retention of safe, code-complying wells by local ordinance or water utility rule, in order to prevent all unused, unsafe, and noncomplying wells from becoming safety hazards or channels for contamination of aquifers, and to prevent illegal cross-connections with the municipal system.

NOW THEREFORE, the Common Council of the City of Antigo, Langlade County, Wisconsin, does ordain as follows:

(a) *Purpose.* The purpose of this section is to prevent contamination of groundwater and to protect public health, safety and welfare by ensuring that unused, unsafe or noncomplying wells or wells which may serve as conduits for contamination or wells which may be illegally cross connected to the municipal water system are properly abandoned.

(b) *Applicability.* This section applies to all wells located on premises served by the city of Antigo Municipal water system.

(c) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Municipal water system means a community water system owned by a city, village, county, town, town sanitary district, utility district, public inland lake and rehabilitation district, municipal water district or a federal, state, county, or municipal owned institution for congregate care or correction, or a privately owned water utility serving the foregoing;

Communities served means any jurisdiction having customers supplied by a municipal water system as retail or wholesale customers, including those outside the jurisdiction of the supplying system;

Noncomplying means a well or pump installation which does not comply with s. NR 812.42, Wisconsin Administrative Code, Standards for Existing Installations, and which has not been granted a variance pursuant to s. NR 812.43, Wisconsin Administrative Code;

Pump installation means the pump and related equipment used for withdrawing water from a well, including the discharge piping, the underground connections, pitless adapters, pressure tanks, pits, sampling faucets and well seals or caps.

Served by means any property having a water supply pipe extending onto it which is connected to the municipal water system;

Unsafe means a well or pump installation which produces water which is bacteriologically contaminated or contaminated with substances exceeding the standards of Wis. Admin. Code ch. NR 809 or for which a health advisory has been issued by the state department of natural resources.

Unused means a well or pump installation which is not in use or does not have a functional pumping system or other complying means of withdrawing water.

Well means a drillhole or other excavation or opening deeper than it is wide that extends more than 10 feet below the ground surface constructed for the purpose of obtaining groundwater.

Well abandonment means the proper filling-and-sealing or decommissioning of a well according to the provisions of s. NR 812.26, Wisconsin Administrative Code.

(d) *Abandonment required.* All wells located on premises served by the municipal water system shall be abandoned in accordance with the terms of this section and Wis. Admin. Code ch. NR 812 by May 8, 1992, or no later than one year from the date of connection to the municipal water system, whichever occurs last, unless a well operation permit has been obtained by the well owner from the City of Antigo water utility under the terms of Section (e) of this ordinance.

(e) *Well operation permit.* The City of Antigo Utility may grant a permit at a cost as prescribed in section 1-22 to a private well owner to operate a well on their premises in the City of Antigo. For existing wells, permits shall be issued as of June 30, 2003, and shall be renewable on June 30 every fifth year thereafter until such time as the well is abandoned according to subsections (d) and (f). All permit renewals will be on June 30th of the years as follows (2015, 2020, 2025, 2030, etc.) no matter what year permit was issued. At the applicant's expense a well inspection report and a bacteriologically safe water sample must be provided to obtain the initial permit and renewal permits. Well inspections and safe water sample must be performed by a licensed well driller or pump installer. In addition, the city or its agent may at any time conduct inspections or have water quality tests conducted at the applicant's expense to

verify the well is safe. At a minimum, inspections and water sampling shall be done at five-year intervals. Permits issued after the initial permit issuance date will be inspected at the time of installation and must comply with the following conditions like all other wells:

- (1) The well and pump installation shall comply with the *Standards for Existing Installations* described in s. NR 812.42, Wisconsin Administrative Code, or repaired to comply with current standards. Compliance shall be verified by inspection for initial issuance of a permit and every 5 years thereafter. Inspections shall be conducted by a Wisconsin licensed well driller or pump installer and documented on inspection report form DNR #3300-221, to be submitted to the Clerk.
- (2) A water sample must be taken by a licensed well driller or pump installer; with the well and pump having a history of producing safe water evidenced by a certified lab report for at least 1 coliform bacteria sample collected within prior 30 days, and submitted to the Clerk. In areas where the Department of Natural Resources (DNR) has determined that groundwater aquifers are contaminated with substances other than bacteria, additional chemical tests may be required to document the safety of the water.
- (3) There must be no cross-connections or interconnection between the well and pump installation and the city municipal system unless approved by the utility and DNR.
- (4) The water from the private well shall not discharge into a drain leading directly to a public sewer utility unless properly metered and authorized by the sewer utility.
- (5) The private well shall have a functional pumping system or other complying means of withdrawing water.
- (6) The proposed use of the private well shall be justified as reasonable in addition to water provided by the municipal water system.

(f) *Abandonment procedures.* Abandonment procedures are as follows:

- (1) All wells abandoned under the jurisdiction of this section or rule shall be filled-and-sealed according to the procedures of s. NR 812.26, Wisconsin Administrative Code.
- (2) All well filling-and-sealing under jurisdiction of this ordinance shall be performed by, or under the supervision of, a representative of the City of Antigo water utility, or by a Wisconsin licensed Well Driller or Pump Installer, per s. 280.30 Wisconsin Statutes.

- (3) A well filling-and-sealing report form DNR#3300-005, supplied by the Department of Natural Resources, shall be submitted by the well owner to the Clerk and to the Department of Natural Resources within 30 days of the completion of the well abandonment.

(g) *Penalties.* Any well owner violating this section shall, upon conviction, be punished by forfeiture of not less than \$100.00 nor more than \$500.00 and the costs of prosecution. Each day of violation is a separate offense. If any person fails to comply with this section for more than ten days after receiving written notice of the violation, the city may impose a penalty and cause the well abandonment to be performed and the expense to be assessed as a special tax against the property.

Section 2. This Ordinance shall be in force and effect from and after its passage and publication.

ADOPTED: _____, 2017.

APPROVED: _____, 2017.

Bill Brandt, Mayor

ATTEST:

Kaye Matucheski, City Clerk



To: Mayor and City Council
From: Roger Musolff, Building Inspection/Zoning Administrator
Date: December 20, 2017
Re: Update Language in Cross Connection Ordinance as Requested by the Wisconsin Department of Natural Resources

The WI. DNR requested that we update this ordinances:

The DNR completed an annual inspection of the waste water and water treatment facilities, part of the inspection is to review these ordinances.

Upon review

- There were references to Departments that no longer exist.
- Some of the language was out dated.

ORDINANCE NO. : _____

An Ordinance Amending Section 42-131 of the Municipal Code of the City of Antigo.

The Common Council of the City of Antigo does ordain as follows:

Section 1. **Section 42-131. Cross connection control** shall be amended to read as follows:

(a) *Purpose.* To provide a program for protecting the Public Water System from contamination due to backflow of contaminants through the water service connection into the Public Water System.

Whereas, Chapters NR 810 and SPS 382, Wisconsin Administrative Code, require protection for the public water system from contamination due to backflow of contaminants through the water service connection; and

Whereas, the Wisconsin Department of Natural Resources requires the development and implementation of a comprehensive cross connection control program to effectively prevent the contamination of potable water systems;

Now therefore, be it ordained by the Common Council of the City of Antigo, State of Wisconsin:

(b) *Definition.* The term "cross connection" means any physical connection or arrangement between two otherwise separate systems, one of which contains potable water from the city of Antigo's public water system, and the other which contains water from a private source, water of unknown or questionable safety or steam, gases or chemicals, whereby there may be a flow from one system to the other, with the direction of flow depending on the pressure differential between the two systems.

(c) *Prohibited.* No person, firm, or corporation may establish or maintain, or permit to be established or maintained, any unprotected cross connection. Cross connections shall be protected as required in ch. SPS 382, Wisconsin Administrative Code.

(d) *Inspections.* It shall be the duty of the water utility to cause inspections to be made of all residential properties served by the public water system where cross connection with the public water system is deemed possible. The frequency of inspections and reinspections based on potential health hazards involved shall be as established by the water utility in accordance with Wisconsin Administrative Code.

It shall be the duty of the property owner at his/her expense to cause inspections to be made of all commercial and industrial properties served by the public water system where cross connection with the public water system is deemed possible. At the request of the city, the cross-connection control inspection form must be completed, signed by a certified plumber, and returned to the water utility office. The frequency of inspections and reinspections based on potential health hazards involved

shall be as established by the water utility in accordance with Wisconsin Administrative Code.

Any unprotected cross connections identified by the inspection shall be promptly corrected. Failure to promptly correct an unprotected cross connection shall be sufficient cause for the water utility to discontinue water service to the property, as provided under paragraph (f) of this ordinance.

(e) *Right to inspect.* Upon presentation of credentials, the representative of the water utility shall have the right to request entry at any reasonable time to examine any property served by a connection to the public water system of the city for cross connections. If entry is refused, such representative shall obtain a special inspection warrant under Wis. Stats. § 66.0119. On request the owner, lessee or occupant of any property so served shall furnish to the inspection agency any pertinent information regarding the piping system on such property.

(f) *Discontinuance of service.* The water utility is authorized and directed to discontinue water service to any property wherein any connection in violation of this section exists and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water system. Water service shall be discontinued only after reasonable notice and opportunity for hearing under Wis. Stats. ch. 68, except as provided in subsection (g) of this section. Water service to such property shall not be restored until the cross connection has been eliminated in compliance with this section.

(g) *Immediate discontinuation.* If it is determined by the water utility that a cross connection or an emergency endangers public health, safety or welfare and requires immediate action and a written finding to that effect is filed with the clerk-treasurer and delivered to the customer's premises, service may be immediately discontinued. The customer shall have an opportunity for hearing under Wis. Stats. ch. 68 within ten days of such emergency discontinuance.

Section 2. This Ordinance shall be in force and effect from and after its passage and publication.

ADOPTED: _____, 2017.

APPROVED: _____, 2017.

Bill Brandt, Mayor

ATTEST:

Kaye Matucheski, City Clerk



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: December 20, 2017
Re: Demolition Study for Former Java Junction Building 814/16 5th Avenue

A number of factors have been taken into consideration regarding the recommendation to advance the demolition process of the former Java Junction building located at 814 5th Avenue. Since it became a tax-reverted property back in 2013 the City has been working with potential entrepreneurs/developers to re-purpose the site. Some of the largest factors preventing its use included a deteriorating “built-up” roof system, continued interior water damage from the poorly maintained roof system and a lack of functioning mechanical systems for daily operation of the various retail/residential spaces.

During 2017 we hired MSA Professional Services to conduct an asbestos assessment leading to the removal of know friable materials by Mavo Systems in preparation for the likely demolition of the building in 2018. The next step in the process is to conduct a demolition assessment of the former Java Junction building looking at the potential impacts to the neighboring buildings in terms of common walls, roof lines and any potential floor framing connections. In addition to these factors the common stairwell leading from 5th Avenue to the apartments located on the second level of the adjoining building to the east (eye doctor’s office) needs to be evaluated.

MSA Professionals provided a Professional Services Agreement in the amount of \$8,500 to complete this pre-demolition review of the building providing the City with the information necessary to consider the final demolition step. It is my recommendation to have the Committee approve this next step and to waive any bidding requirements under the Exception to Bidding Requirement (Section #4) for qualification based professional services. I have communicated with the adjacent business owners during various steps in this process and will make them aware of your decision on this matter.

The proposed Professional Services Agreement will be sent to the City Attorney for review and any recommended changes will either be presented during the FP&L meeting or to City Council prior to their final consideration.



Professional Services Agreement

This AGREEMENT (Agreement) is made today January 11, 2018 by and between CITY OF ANTIGO (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Existing Java Building Demolition Review, 814 Fifth Avenue, Antigo WI

Project Scope:

The City is planning to demolish an existing two story masonry and wood downtown building located at 814 Fifth Avenue, in Antigo, Wisconsin. In demolishing the buildings the City does not want the demolition to have an adverse effect on the adjoining buildings which will remain. It is anticipated that the east common stairwell will need to remain to serve the adjacent easterly building located at 810 5th Avenue.

The scope of the work authorized is:

1. An architect/structural engineer will meet on site with the City and shall observe the general construction, shared stairwell, common party walls, and the floor and roof structural framing that bears on the party wall to establish:
 - a. The type of construction to establish measures needed to remove the building.
 - b. This includes review of the possible structural measures needed, if any, to structurally secure to the party wall the adjoining (existing to remain) building's roof and floor framing.
2. Review the common party walls (to remain) for compliance with the building code for an exterior envelope wall (i.e. insulation and weather resistance).
3. Review initial findings with the City via conference call and provide summary notes.
4. Prepare a report with a written description identifying the expected corrective measures and possible options required to remove the building and maintain the neighboring structures.
5. Provide the estimate cost for the professional architectural/engineering services to develop and create the Construction/Bid documents for the proposed demolition project.
6. Provide an initial opinion of the construction cost for the demolition and associated construction work for the proposed project. It should be noted that the demolition cost itself will be a "ballpark estimate" since demolition costs can vary widely based on local contractors and disposal accommodations.
7. Review the final report with at the first available FP&L meeting. Make minor revisions if needed.
8. The final report shall be released in a PDF form.

Services Not Included:

1. Asbestos, mold and/or lead inspection, sampling, testing and/or abatement design and removal.
2. Construction cost estimates.
3. Structural analysis, calculations of the final engineered design of the exact provisions need to accommodate the demolition.
4. Preparation of final plans and specifications for bidding and construction.

City Shall: Obtain permission and access into the adjoining buildings to remain and into the buildings to the demolished.

The schedule to perform the work is: Approximate Start Date: February 2018
 Approximate Completion Date: April 2018

The lump sum fee for the work is: \$8,500

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.

CITY OF ANTIGO

MSA PROFESSIONAL SERVICES, INC.

 Bill Brandt

Mayor

Date: _____

 Al Szymanski, AIA P.E.

Architect/Structural Engineer

Date: 12.13.17

Attest:

 Kaye Matucheski

City Clerk

Date: _____

700 Edison Street
 Antigo, WI 54409
 Phone: 715-623-3633

1230 South Blvd
 Baraboo, WI 53913
 Phone: 608-355-8948

**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. **Removed.**

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: Roger Musolff, Building Inspection/Zoning Administrator
Date: December 20, 2017
Re: Contract for Demolition of House at 702 S Clermont St.

The bid opening is scheduled for December 18th at 3:00 pm. The bid tab will be distributed at the meeting. If you have any questions, please contact me.



To: Mayor and City Council

From: Mark Desotell, Director of Administrative Services

Date: December 20, 2017

Re: Consideration of the Submission of a 2018-2022 TAP Grant Application for the Expansion of the City's Existing Bicycle/Pedestrian Trail System Leading from the Elevated Boardwalk and Terminating at the Remington Detention Pond

We are seeking your authorization to advance a 2018-2022 Transportation Assistance Program Grant for the expansion of our existing bicycle/pedestrian trail system from its current location north of the elevated boardwalk to the northern limits of the City and west to a termination point at the Remington Detention Pond.

The attached map provides the recommended route and type of improvements needed along the various roadway sections in order to accomplish this goal. The City previously applied for these grant funds to the Wisconsin Department of Transportation and unfortunately our project was not selected.

We have addressed the known concerns indicated from the previous application and are recommending that we apply for a smaller grant amount than the \$1,000,000 maximum (80% Tap Grant and 20% Local funding ratio). By doing so, we hope to gain support from WisDOT as they have indicated a priority to fund smaller projects in order to maximize the overall statewide impacts of the program.

