



AGENDA
City of Milton
Common Council Meeting
Tuesday, March 1, 2016
7:00 PM
MILTON CITY HALL
Council Chambers, 710 S. Janesville Street

- 1. Call to Order and Confirmation of Appropriate Meeting Notice.**
- 2. Approval of Agenda**
- 3. Presentation of Tenure Awards**
 - 3.a. Becky Sexe – 15 years**
 - 3.b. Carrie Chesebro - 5 years**
- 4. Public comments regarding items which can be affected by Council Action**

Presenters must sign in with the City Clerk in order to speak.
- 5. Approval of the Consent Agenda**
 - 5.a. Common Council Minutes – February 17, 2016.**

Documents: [02-17-2016 Common Council Minutes.pdf](#)
 - 5.b. Public Works Committee Minutes - February 2, 2016.**

Documents: [02-02-2016 Public Works Minutes.pdf](#)
 - 5.b.1. Public Works Committee Item: Discussion and Possible Action regarding Baxter and Woodman 2016 Engineering Services Work Order – Miscellaneous Services.**

Documents: [Memo - Baxter and Woodman 2016 Engineering Service Work Order - Miscellaneous Services.pdf](#), [2016 General Engineering WO_2-29-16.pdf](#)
 - 5.b.2. Public Works Committee Item: Discussion and Possible Action Regarding the Awarding of the Sidewalk Repair and Installation for 2016 Quote.**

Documents: [Memo - Sidewalk Quotes.pdf](#)
 - 5.b.3. Public Works Committee Item: Approve Items for Surplus.**

Documents: [Memo - Surplus Items.pdf](#)
 - 5.b.4. Public Works Committee Item: Approve Baxter & Woodman Well #2-Well House Reconstruction Construction Engineering Work Order.**

Documents: [Memo-Baxter and Woodman Well 2 Well House Reconstruction Engineering Work Order.pdf](#), [Baxter and Woodman Well 2 - Well House](#)

5.b.5. Public Works Committee Item: Approve Baxter & Woodman Municipal Drive Drainage Improvements Design and Construction Engineering Work Order.

Documents: [Memo-Baxter and Woodman Municipal Drive Drainage Improvements Design and Construction Engineering Work Order.pdf](#), [Baxter and Woodman Municipal Drive Drainage Improvements Design and Construction Work Order.pdf](#)

6. Public Hearing and Discussion and Possible Action on the Class “A” Beer Liquor License application from CT Corporation, DBA Casey’s General Store #1922 located at 464 S. John Paul Road.

Documents: [Resolution 2014-23 Establishing Criteria for Class A Licenses.pdf](#), [Alcohol Application for Caseys General Store.pdf](#), [Map for Caseys General Store.pdf](#)

7. Discussion and Possible Action Regarding Resolution 2016-6 – Authorizing the Issuance of a Line of Credit with Bank of Milton in the Amount of \$700,000.

Documents: [Memo - Resolution 2016-6 \(LOC for library project\).pdf](#), [Resolution 2016-6 \(LOC for library project\).pdf](#)

8. Discussion and Possible Action Adopting Exhibit A – Resolution Term Credit Agreement.

Documents: [Exhibit A - Resolution Term Credit Agreement.pdf](#)

9. Discussion and Possible Action Regarding the Awarding of the Well No. 2 – Well House Reconstruction Bid.

Documents: [Memo-Well 2 Well House Construction Bids.pdf](#), [Letter of Recommendation.pdf](#), [BidTab.pdf](#)

10. Discussion and Possible Action Regarding Entering into a Master Engineering Services Agreement with Baxter and Woodman.

Documents: [MASTER ENGINEERING SERVICES AGREEMENT_2-4-16.pdf](#)

11. General Items

12. Next Meeting – Tuesday, March 15, 2016 at 7:00 p.m.

13. Team Building Exercise.

14. Mayor and Alderperson Reports

15. Staff Reports

16. City Administrator

17. Chief of the Joint Fire Department

18. Chief of the Police Department

19. City Clerk/Deputy Treasurer

20. Director of Public Works

21. Director of the Library

22. Finance Director

23. RW Implementation Committee Update

24. Motion to Adjourn

**Please note that upon reasonable notice, at least 48 hours in advance, efforts will be made to accommodate the needs to disabled individuals through appropriate aids and services. For additional information to request this service, please contact the City Clerk's Office at 868-6900, 710 S. Janesville Street, Milton, WI 53563.

Posted at Dave's Ace Hardware, Piggly Wiggly, Milton City Hall

Common Council Mission Statement: With integrity and involved citizens, the City of Milton Common Council will strive to preserve a high quality of life, meet the public's needs with cost effective services, and foster a community in which people are proud to live.

City of Milton
Common Council Minutes

2/17/2016 - Minutes

1. Call to Order and Confirmation of Appropriate Meeting Notice.

Mayor Welch called the Common Council meeting to order at 7:00 p.m. Clerk Hilby confirmed appropriate meeting notices were posted.

Present: Mayor Anissa Welch, Ald. Dave Adams (via phone), Ald. Lynda Clark, Ald. Nancy Lader, Ald. Theresa Rusch, Ald. Maxine Striegl, and Ald. Jeremy Zajac.

Also Present: City Administrator Al Hulick, City Attorney Mark Schroeder, Police Chief Scott Marquardt, Director of Public Work Howard Robinson, Library Director Lisa Brooks, Assistant Inga Cushman, and City Clerk Elena Hilby.

2. Approval of Agenda

Ald. Clark moved to approve the agenda. Ald. Striegl seconded, and the motion carried.

3. Public comments regarding items which can be affected by Council Action

Mayor Welch welcomed those in attendance and asked if there were any registered speakers. There were no speakers.

4. Approval of the Consent Agenda

Adams/Clark

4.a. Common Council Minutes – February 2, 2016.

4.b. Personnel & Finance Committee Minutes – January 19, 2016.

4.b.1. Personnel & Finance Committee Item: Approve Operator’s Licenses as presented.

4.b.2. Personnel & Finance Committee Item: Approve Reimbursement for Tree Cleanup Claim by Rex Watkins.

4.b.3. Personnel & Finance Committee Item: Approve Sale of Surplus Items.

4.c. Plan Commission Minutes – January 12, 2016.

4.c.1. Plan Commission Item: Approve the Conditional Use Permit Application to Allow a Proposed Use of Storage or Warehousing by a Commercial Enterprise at V-23-1325 (237/303 Vernal Avenue).

4.d. Public Safety Committee Minutes – January 19, 2016.

5. Public Hearing and Discussion and Possible Action Regarding the Assessment of Water Mains for the 2015/2016 Water Main Installations for N. Janesville Street and E. Bowers Lake Road.

DPW Director Robinson reviewed the details of the project. Finance Director Nelson reviewed the two most recent instances when property owners were assessed. He also reviewed the options the Council has to

offer property owners who receive an assessment.

Mayor Welch opened the public hearing at 7:07 p.m.

Chuck Nelson of 340 N Janesville St., Milton, WI.

- Wanted to verify that this was just a water project and did not include sewer work which DPW Director Robinson verified.
- He asked if this was needed as a result of an engineering flaw. DPW Director Robinson stated that it is not needed due to an engineering flaw, but that it was in part because of the way the city has grown.

Lucas Murphy 362 N Janesville St

- Asked if the assessment would also cover the cost to hook up to city water. DPW Director Robinson explained that that a plumber would need to be hired to connect.
- Wanted to verify that the city collected multiple bids for this project, which Administrator Hulick verified.

Thurlow Nelson of 916 Nelson Ave, Milton, WI.

- Spoke on his concerns regarding the assessment.

Wayne Lubke of 949 E Bowers Lake Rd., Milton, WI

- One of the condo owners who spoke on his concerns regarding the assessment.

Mayor Welch closed the public hearing at 7:31 p.m.

Ald. Clark moved to assess all properties at this time with an interest rate of 5% over a five year period.

Those properties who have a non-use deferment will be allowed to defer that until the time they are required to hook up to city water at the same amount with an interest rate of 5% over a five year period. Ald. Zajac seconded, and the motion carried unanimously.

6. Public Hearing and Discussion and Possible Action Regarding the Assessment of Water Mains for the 2015/2016 Water Main Installations for the South High Pressure Easement Areas.

DPW Director Robinson reviewed the project. The assessment is to attach a deferred assessment to one property. The rest are assessed nothing.

Mayor Welch opened the public hearing at 8:08 p.m.

There were no speakers.

Close the public hearing at 8:09 p.m.

Ald. Clark moved to approve the assessment based on the pre-annexation agreement with Pierce Farms which allows for assessment at the time of connection or transfer of property. Ald. Zajac seconded, and the motion carried unanimously.

7. Discussion and Possible Action on the Funding of the Pledges for the Library Renovation.

Ald. Clark moved to direct staff to enter into a line of credit with First Community and Bank of Milton. Ald. Zajac seconded, and the motion carried unanimously.

8. Discussion and Possible Action to Approve Ordinance 418 – An Ordinance Creating Section 78-403 (17) of the Code of Ordinances of the City of Milton Providing for Warehousing as a Conditional Use.

Ald. Rusch moved to waive the 2nd and 3rd readings and approve Ordinance 418. Ald. Lader seconded, and the motion carried unanimously.

9. Discussion and Possible Action Regarding Options for the Class “B” Beer and “Class B” Liquor license application from Dickens Partners, DBA Dickens Partners located at 450 S. John Paul Road.

Administrator Hulick reviewed the history of this item.

Ald. Clark moved to allow Dickens Partners to keep their license until June 30, 2016. Ald. Zajac seconded, and the motion failed on voice vote.

No action was taken on this item.

10. Discussion and Possible Action to Authorize the Appointment of Election Officials for the election cycle of January 2016 – December 2017.

Ald. Rusch moved to authorize the appointment of these Election Officials. Ald. Lader seconded, and the motion carried unanimously.

11. Discussion and Possible Action Regarding Well 6 Repairs.

DPW Director Robinson reviewed the work that needs to be done.

Ald. Adams moved to approve the Well 6 repairs. Ald. Clark seconded, and the motion carried unanimously.

12. Discussion and Possible Action Regarding Options for Merchant Row Infrastructure Upgrades.

Administrator Hulick stated that we received estimates and took them to a stakeholder group to hear their thoughts on what they would like to see done. Their biggest concern was with adding parking to the north parking lot.

Ald. Rusch moved to direct staff to begin some pre-construction engineering (\$6,000) on the preferred options for the Merchant Row improvements as well as direct staff to explore additional funding opportunities for additional public improvements along Merchant Row. Ald. Clark seconded, and the motion carried unanimously.

13. General Items

14. Team Building Exercise.

15. Mayor and Alderperson Reports

16. Staff Reports

17. City Administrator

- Thanked staff and volunteers for their work on the election yesterday.

18. Chief of the Joint Fire Department

No report.

19. Chief of the Police Department

- New squad car is now in service.

20. City Clerk/Deputy Treasurer

- We had 440 voters turn out to vote in yesterday's election. Everything went smoothly.

21. Director of Public Works

No report.

22. Director of the Library

- They will be having a mammoth hunt on February 27.
- They are still accepting applications for the Children's Librarian Position.

23. Finance Director

No report.

24. RW Implementation Committee Update

- Had their first meeting that served more of an orientation.
- The next meeting will be next Tuesday.

25. AMENDED CLOSED SESSION: Consideration of a motion to convene into closed session pursuant to Wisconsin Statute Section 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Regarding a claim against the city.

Ald. Rusch moved to go into closed session pursuant to Wisconsin Statute Section 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Regarding a claim against the city at 8:50 p.m. Ald. Clark seconded, and the motion carried unanimously.

26. AMENDED Reconvene into open session for possible action(s) on items discussed in closed session.

Ald. Striegl moved to reconvene into open session at 9:12 p.m. Ald. Clark seconded, and the motion carried unanimously.

Ald. Striegl moved to deny the request discussed in closed session in writing. Ald. Rusch seconded, and the motion carried unanimously.

27. Motion to Adjourn

Ald. Clark moved to adjourn the meeting of the Common Council at 9:13 p.m. Ald. Striegl seconded, and the motion carried.

Respectfully submitted,
Elena Hilby
City Clerk

City of Milton
Public Works Committee Minutes

2/2/2016 - Minutes

1. Call to Order

Chair Ald. Nancy Lader called the February 2, 2016 meeting of the Public Works Committee to order at 6:30 p.m.

Present: Ald. Nancy Lader, Ald. Dave Adams (via phone), and Ald. Lynda Clark.

Also Present: DPW Director Howard Robinson, Mark Langer, Administrator Al Hulick, and City Clerk Elena Hilby.

2. Approval of Agenda

Ald. Clark moved to approve the agenda. Ald. Adams seconded, and the motion carried.

3. Approval of Minutes - Public Works Committee Minutes - December 1, 2015.

Ald. Adams moved to approve the minutes. Ald. Clark seconded, and the motion carried.

4. Engineer's Report

Mark Langer reviewed the report.

5. Discussion and Possible Action Regarding the 2015 Department of Public Works Building Permit Report.

DPW Director Robinson reviewed the Building Permit Report. No action needed to be taken on this item.

6. Discussion and Possible Action Regarding Possible Sidewalk Additions in 2016.

DPW Director Robinson explained that we are working to fill in sidewalk gaps around the city that had been established as priority by the Common Council. Municipal Drive is on hold until curb and gutter are installed.

Ald. Clark moved to grant permission to request bids for concrete work including the sidewalks on Northside Drive and Brown Drive with any remaining funds to be used for sidewalk repairs in various parts of the city.

Ald. Adams seconded, and the motion carried.

7. General Items

Ald. Striegl asked about Chicago St and DPW Director Robinson said it is not in the plans for 2016 but that the street does need to be redone. It will need a mill and repave when the time comes.

8. Next Meeting Date - Tuesday, March 1, 2016 at 6:30 p.m.

9. Adjourn

Ald. Adams moved to adjourn the meeting of the Public Works Committee at 6:43 p.m. Ald. Clark seconded, and the motion carried.

Respectfully submitted,
Elena Hilby
City Clerk

Office of the Director of Public Works

To: City of Milton Public Works Committee
From: Howard Robinson, Director of Public Works
Date: March 1, 2016
cc: Mayor Anissa Welch, Common Council Members
Subject: Discussion and possible action regarding Baxter and Woodman 2016 Engineering Services Work Order – Miscellaneous Services

Discussion

Baxter & Woodman has sent an engineering services work order to us for 2016. This is similar to our work order from previous years. This gives us a discounted rate for 200 hours of services. We only pay for the hours of work performed.

Staff Recommendation

City Staff is requesting permission to approve the Baxter & Woodman contract for discounted rates for 200 hours of services.

Attachments

- Add attachments here

**CITY OF MILTON, WISCONSIN
2016 CITY ENGINEERING SERVICES
WORK ORDER**

ENGINEERS' PROJECT NO. 151137.00

Project Description:

Provide miscellaneous City engineering services as requested by the City from time to time for which a specific Work Order is not prepared and executed.

Engineering Services:

Specific services provided under basic engineering services will be detailed on the Engineers' invoices for each assignment. This Work Order provides for up to 200 hours of basic engineering services at a discounted rate of \$70 per hour.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated March 1, 2016. The Engineers' fee for basic engineering services will be based upon the above-mentioned discounted hourly rate of compensation for actual work time performed plus reimbursement of out-of-pocket expenses including travel costs, which will not exceed **\$14,000**.

Submitted by: **Baxter & Woodman, Inc.**

By: _____

Douglas R. Snyder, P.E.

Title: Regional Manager

Date: February 29, 2016

Approved: **City of Milton, Wisconsin**

By: _____

Title: _____

Date: _____

Attest: _____

Elena Hilby, Clerk

Additional Comments and Conditions: None.

Office of the Director of Public Works

To: City of Milton Public Works Committee
From: Howard Robinson, Director of Public Works
Date: March 1, 2016
cc: Mayor Anissa Welch, Common Council Members
Subject: Discussion and Possible Action Regarding the Awarding of the Sidewalk Repair and Installation for 2016 Quote.

Discussion

The Public Works Department opened the sidewalk quotes on February 26, 2016 for sidewalk and curb and gutter work. The City received three quotes with the lowest price submitted by Dietz Concrete. Quotes were as follows:

- Dietz Concrete \$24,043.50
- JB Johnson Bros LLC \$27,018.75
- Lyons Concrete \$31,925.00

This work would install new sidewalk on Brown Drive to fill in gaps between Arthur Drive and Blanche Drive, sidewalk repair on Blanche Drive, intersection work on Chicago Street and curb installation at the city garage. This curb would allow us to prepare for future sidewalk on Northside Drive.

Staff is suggesting that the Northside Drive sidewalk work would not be completed this year. Instead, the City could utilize approximately \$8,500 from this section to repair sidewalks in various other parts of the city.

Staff Recommendation

City Staff is requesting that Dietz Concrete be approved the concrete work per their 2016 quote except for the Northside Drive sidewalk, with remaining sidewalk funds to be used for concrete repairs in various locations in the city.

Attachments

- None

Office of the Director of Public Works

To: City of Milton Public Works Committee
From: Howard Robinson, Director of Public Works
Date: March 1, 2016
cc: Mayor Anissa Welch, Common Council Members
Subject: Discussion and Possible Action Regarding Items for Surplus

Discussion

As part of the Library reconstruction project, the City has identified some additional items that could be sold at surplus. These items are in addition to the items approved at the February 16, 2016 City Council meeting. The new items include:

- A conference table,
- desks, and
- some small additional scrap items from demolition of the library and from other replacement or maintenance projects.

Staff Recommendation

City Staff is requesting permission to sell these items as resale items or scrap items.

Attachments

- None

Office of the Director of Public Works

To: City of Milton Public Works Committee
From: Howard Robinson, Director of Public Works
Date: March 1, 2016
cc: Mayor Anissa Welch, Common Council Members
Subject: Discussion and Possible Action to Approve Baxter & Woodman Well #2-Well House Reconstruction Construction Engineering Work Order.

Discussion

Baxter & Woodman has submitted a Work Order for the reconstruction and observation work for the Well #2 project.

Staff Recommendation

To approve the contract with Baxter & Woodman which provides reconstruction and oversight of the Well # 2 reconstruction project.

Attachments

- Baxter & Woodman Well #2-Well House Reconstruction Construction Engineering Work Order

**CITY OF MILTON, WISCONSIN
WELL NO. 2 - WELL HOUSE RECONSTRUCTION
CONSTRUCTION ENGINEERING**

WORK ORDER

Engineer's Project No. 140772.60

Project Description:

Provide Construction Services for the reconstruction of Well No. 2 - Well House to meet Wisconsin DNR requirements for separation of chlorine, fluoride, and polyphosphate. The well house will be approximately 35 feet by 16 feet in dimension and is to be placed above the existing well and adjacent to the new Splash Park.

Engineering Services:

The general provisions of this Work Order are enumerated in the Engineering Services Agreement between the Owner and Engineer dated May 2, 2006, and amended on December 8, 2011. Engineer shall provide the services set forth in Attachment A, attached hereto. Manpower requirements and a fee summary are listed in Attachment B.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated May 2, 2006, and amended on December 8, 2011. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, based upon the Engineer's standard hourly billing rates included in Attachment B for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **\$41,000**.

Submitted by: **Baxter & Woodman, Inc.**

By:

Derek J. Wold

Derek J. Wold, P.E.

Title: Vice President

Date: February 15, 2016

Approved by: **City of Milton, WI**

By:

Al Hulick

Title: City Administrator

Date:

Attest:

Elena Hilby, Clerk

Additional Comments and Conditions: None.

PROJECT DESCRIPTION

Provide Construction Services for the reconstruction of Well No. 2 – Well House to meet Wisconsin DNR requirements for separation of chlorine, fluoride, and polyphosphate. The well house will be approximately 35 feet by 16 feet in dimension and is to be placed above the existing well and adjacent to the new Splash Park.

SCOPE OF SERVICES – CONSTRUCTION SERVICES

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. CONSTRUCTION ADMINISTRATION
 - Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
 - Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
 - Attend periodic construction progress meetings.
 - Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
 - Review construction record drawings for completeness prior to submission to CADD.
 - Prepare construction contract change orders and work directives when authorized by the Owner.
 - Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - Research and prepare written response by Engineer to request for information from the Owner and Contractor.
 - Project manager or other office staff visit site as needed.
3. FIELD OBSERVATION
 - Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a periodic part-time basis from the Engineer's office of not more than eight (8) hours per regular weekday, not including legal holidays (for up to 240 hours) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable

completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts of omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.

4. SUBSTANTIAL COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- Prepare Certificate of Substantial Completion.

5. COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with CD or electronic copy within ninety (90) days of the Project completion.

Manpower Requirements and Costs Summary

<u>Deliverable</u>	<u>Employee Class</u>	<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Labor Cost</u>
Construction Administration	Senior Engineer IV	\$ 170.00	6	\$ 1,020.00
	Senior Engineer III	\$ 150.00	10	\$ 1,500.00
	Senior Engineer II	\$ 140.00	26	\$ 3,640.00
	Engineer III	\$ 115.00	8	\$ 920.00
Construction Administration Totals			50	\$ 7,080.00
Field Observation	Senior Engineer IV	\$ 170.00	20	\$ 3,400.00
	Engineer III	\$ 115.00	220	\$ 25,300.00
Field Observation Totals			240	\$ 28,700.00
Complete Project	Senior Engineer IV	\$ 170.00	8	\$ 1,360.00
	Engineer III	\$ 115.00	8	\$ 920.00
	CAD/GIS/Survey Tech II	\$ 95.00	4	\$ 380.00
	CAD/GIS/Survey Tech I	\$ 85.00	4	\$ 340.00
Complete Project Totals			8	\$ 3,000.00
Project Closeout	Senior Engineer IV	\$ 170.00	8	\$ 1,360.00
	Engineer III	\$ 115.00	8	\$ 920.00
Project Closeout Totals			8	\$ 2,280.00
Total Estimated Construction Engineering Fees				\$ 41,060.00
USE				\$ 41,000.00

Office of the Director of Public Works

To: City of Milton Public Works Committee
From: Howard Robinson, Director of Public Works
Date: March 1, 2016
cc: Mayor Anissa Welch, Common Council Members
Subject: Discussion and Possible Action to approve Baxter & Woodman Municipal Drive Drainage Improvements Design and Construction Engineering Work Order.

Discussion

Baxter & Woodman has submitted a contract that will provide engineering work to modify and clean out the Municipal Drive storm water ditch. This also includes the DNR wetland work required to clean and preserve the ditch.

This ditch is problematic due to the presence of excess sedimentation which prevents proper drainage. This ditch has had no major maintenance conducted for over 25 years.

Staff Recommendation

City Staff recommends approval of the contract with Baxter & Woodman to proceed with design and modification of the Municipal Drive storm water ditch.

Attachments

- Baxter & Woodman Municipal Drive Drainage Improvements Design and Construction Engineering Work Order

**CITY OF MILTON, WISCONSIN
MUNICIPAL DRIVE DRAINAGE IMPROVEMENTS
DESIGN AND CONSTRUCTION ENGINEERING
WORK ORDER**

ENGINEERS' PROJECT NO. 160275.90

Project Description:

The Project consists of providing design and construction engineering services for the modification of the Municipal Drive storm water conveyance facilities; the existing facilities do not properly drain.

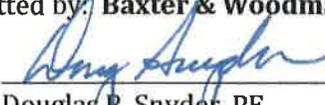
Engineering Services:

Specific Engineering services are described in Exhibit B of the City Engineering Services Agreement between the City and Engineers dated May 2, 2006, and amended on December 8, 2011. A detailed scope of services for this Project is listed in Attachment A of this Work Order. Manpower requirements and a fee summary are listed in Attachment B.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated May 2, 2006, and amended on December 8, 2011. The Engineers' fee for the Project and tasks described in Attachment A will be based upon our hourly rates of compensation for actual work time performed, plus reimbursement of out-of-pocket expenses including travel, which will not exceed **\$15,000**.

Submitted by: **Baxter & Woodman, Inc.**

By: 

Douglas R. Snyder, PE

Title: Regional Manager

Date: February 26, 2016

Approved: **City of Milton, Wisconsin**

By: _____

Al Hulick

Title: City Administrator

Date: _____

Additional Comments: None.

PROJECT DESCRIPTION

The Project consists of providing design and construction engineering services for the modification of the Municipal Drive storm water conveyance facilities; the existing facilities do not properly drain.

SCOPE OF SERVICES

Design Services

1. **PROJECT MANAGEMENT** – Plan, schedule, and control the activities that must be performed to complete the Project. These activities include but are not limited to budget, schedule, and scope. Coordinate with City staff and project team to ensure the goals of the Project are achieved.
2. **TOPOGRAPHIC SURVEY** – Perform limited topographic survey within the project limits and at 50-foot intervals of the areas involved with the improvements. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.
3. **UTILITY COORDINATION** – Coordinate work with Utility companies during early preliminary design. Also, provide final design documents to those companies once complete.
4. **FINAL DESIGN** – Prepare design documents consisting of drawings showing the general scope, extent, and character of construction work to be furnished and performed by the contractor(s) selected by the City and specifications which will be prepared in conformance with the format of the Construction Specification Institute.
5. **OPINION OF PROBABLE COST** – Prepare an opinion of probable construction cost for the Project.
6. **CONSTRUCTION DOCUMENTS** – Prepare for review and approval by the City and its legal counsel the forms of construction contract documents consisting of Notice and Instructions to Bidders, Bid Form, Agreement, Performance-Payment Bond, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).
7. **ASSISTANCE DURING BIDDING** – Assist the City in solicitation of construction bids from as many qualified bidders as possible, attend the bid opening and tabulate bid proposals, make an analysis of the bids, and submit recommendations for the award of construction contract.

Construction Services

8. **GENERAL CONSTRUCTION ADMINISTRATION**
 - Attend the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
 - Review and approve shop drawings, manufacturer's literature, samples, and other submittals by the Contractor, but only for compliance with the drawings and

specifications as to quality of materials and performance of equipment. Such review shall not be construed as relieving the contractor of the responsibility to meet requirements of the construction contract documents.

- Review the Contractor's requests for payments as construction work progresses, and advise the City of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- Prepare construction contract change orders when authorized by the City.
- Conduct a final inspection of construction work, review the contractor's written guarantees, and issue an opinion of satisfactory completion for acceptance of the Project by the City.
- Prepare construction record drawings which show field measured dimensions of the completed work which the engineers consider significant and provide the City with one set of reproducible record drawings and all equipment operation and maintenance manuals within ninety (90) days of the Project completion.
- Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the City.

9. **RESIDENT PROJECT REPRESENTATIVE**

- Provide Resident Project Representatives at the construction site on a periodic part-time basis from the Engineers' office (for up to 20 hours), as deemed necessary by the Engineers, to stake-out construction lines and grades, to assist the Contractor with interpretation of the drawings and specifications, to observe in general if the Contractor's work is in conformity with the final design documents, and to monitor the Contractor's progress as related to the construction contract date of completion. The construction Contractor is a separate company from the Engineers. The City understands and acknowledges that the Engineers are not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the Project, and the Engineers do not guarantee the performance of the Contractor and are not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract Documents.
- Provide the necessary base lines, benchmarks, and reference points to enable the contractor to proceed with the work.
- Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the City of the construction progress and working days charged against the Contractor's time for completion.

DESIGN ENGINEERING SERVICES

Manpower Requirements and Costs Summary

Scope Item	Employee Class	Hourly Rate	Hours	Fee
Manage Project	Engineer III	\$115.00	3	\$345.00
Preliminary Plans, Specifications, and Cost Estimate	Engineer III	\$115.00	29	\$3,335.00
	CAD/GIS/Survey Tech IV	\$120.00	38	\$4,560.00
	CAD/GIS/Survey Tech I	\$85.00	10	\$850.00
	Clerical	\$70.00	4	\$280.00
	Final Plans & Estimate	Senior Engineer III	\$150.00	10
	Engineer III	\$115.00	3	\$345.00
	Clerical	\$70.00	4	\$280.00
Bidding Assistance	Engineer III	\$115.00	4	\$460.00
	Clerical	\$70.00	2	\$140.00
Total			107	\$12,095.00
Use				\$12,000.00

CONSTRUCTION ENGINEERING SERVICES

Manpower Requirements and Costs Summary

Scope Item	Employee Class	Hourly Rate	Hours	Fee
Construction Administration	Engineer III	\$115.00	6	\$690.00
Field Observation	Engineer III	\$115.00	20	\$2,300
Total			26	\$2,990.00
Use				\$3,000.00

RESOLUTION #2014-23
ESTABLISHING CRITERIA FOR CLASS “A”
AND “CLASS A” LICENSES WHICH EXCEED QUOTA

WHEREAS, pursuant to Section 14-400 (a) (1) of the Code of Ordinances of the City of Milton, a quota of one Class “A” fermented malt beverage license for every 1500 city residents and pursuant to sub-part (a) (3) a quota of one “Class A” intoxicating liquor license for every 1500 city residents has been established; and

WHEREAS, pursuant to Section 14-400 (c) of the Code of Ordinances of the City of Milton, the Common Council is granted discretion to issue licenses in excess of the quotas set forth in subparts (a) (1) and (a) (3) of the ordinance; and

WHEREAS, the Common Council of the City of Milton wishes to establish criteria to apply in the review of applications for licenses in excess of the quotas to guide both the Common Council and applicants in the submission and review of said applications;

NOW, THEREFORE, the Common Council of the City of Milton does hereby resolve that in the review, under Section 14-400 (c) of an application for a Class “A” or “Class A” license in excess of the applicable quota set forth in Section 14-400 (a), the Common Council may consider the following factors:

- (1) Whether the building in which the proposed licensed establishment is to be located is in excess of 4000 sq. ft.;
- (2) Whether the proposed licensed establishment is located more than 1500 feet from school district property;
- (3) Whether the proposed licensed establishment would derive less than fifty percent (50%) of its gross revenue from the sale of alcoholic beverages;
- (4) Whether the proposed licensed establishment has submitted a plan that adequately ensures that all alcohol sales will be conducted in compliance with all state laws and local ordinances;
- (5) Whether the proposed licensed establishment demonstrates a positive economic impact to the community;
- (6) Other factors which the Common Council may deem relevant to a specific application.

Approved by the Common Council of the City of Milton, Wisconsin this _____ day of November, 2014.

City of Milton

By: _____
Brett Frazier
Mayor

Attest:

By: _____
Elena Berg
Clerk

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning _____ 20____; ending _____ 20____

TO THE GOVERNING BODY of the: Town of Village of City of } MILTON

County of ROCK Aldermanic Dist. No. _____ (if required by ordinance)

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): CASEY'S MARKETING COMPANY

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	PRESIDENT- MICHAEL R. RICHARDSON-	4865 COPPER CREEK DRIVE, PLEASANT HILL, IA 50317	
Vice President/Member	VICE PRESIDENT- ROBERT C. FORD-	23638 RIVER HEIGHTS DRIVE, DALLAS CENTER, IA 50063	
Secretary/Member	SECRETARY- JULIA L. JACKOWSKI-	9813 ILTIS DRIVE, URBANDALE, IA 50322	
Treasurer/Member	TREASURER- JAMES PISTILLO-	3415-159TH STREET, URBANDALE, IA 50323	
Agent	CT CORPORATION-	44 E MIFFLIN ST, MADISON, WI 53703	
Directors/Managers	AGENT- JEFF KIMBERLY-		

3. Trade Name CASEY'S GENERAL STORE #1922 Business Phone Number 608-868-2550
 4. Address of Premises 464 S JOHN PAUL ROAD Post Office & Zip Code MILTON, WI 53563

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
 8. (a) **Corporate/limited liability company applicants only:** Insert state IOWA and date 3/15/95 of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
 (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

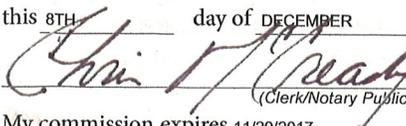
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1 STORY PRESTRUCTED STEEL BUILDING

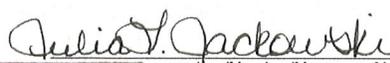
10. Legal description (omit if street address is given above): N/A
 11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued?

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
 13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
 14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

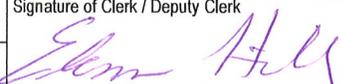
READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

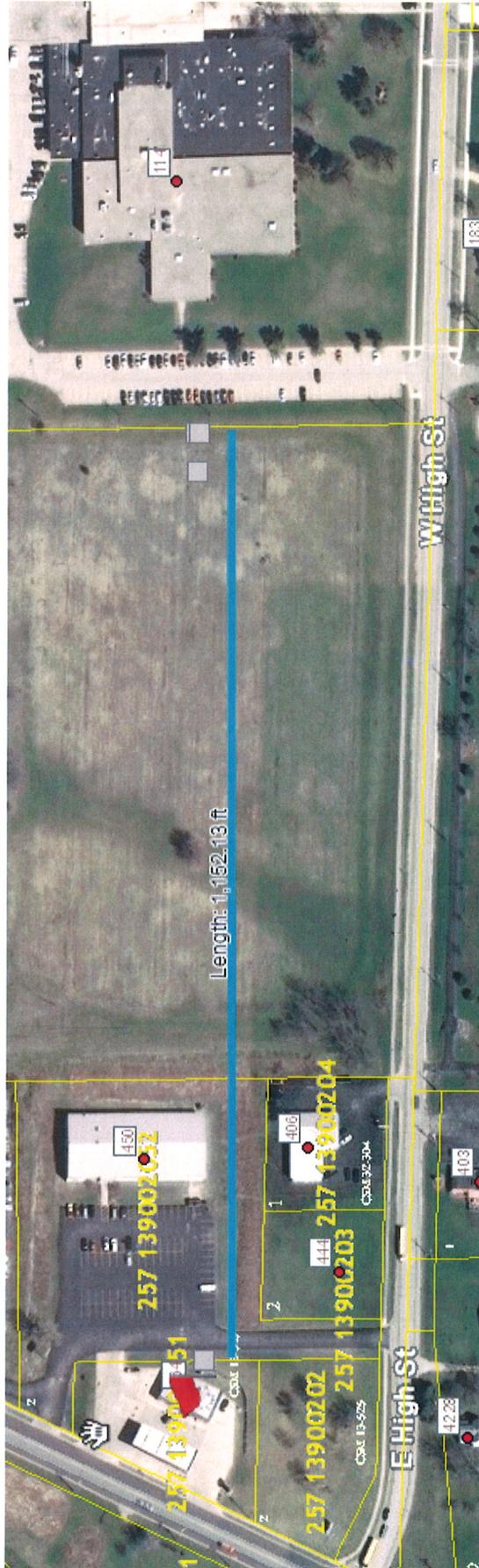
this 8TH day of DECEMBER, 2015

 (Clerk/Notary Public)

 My commission expires 11/29/2017

 JULIA L. JACKOWSKI, SECRETARY FOR CASEY'S MARKETING COMPANY
 Corporation/Member/Manager of Limited Liability Company/Partner/Individual
 of Corporation/Member/Manager of Limited Liability Company/Partner
 ional Partner(s)/Member/Manager of Limited Liability Company if Any

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>2-2-2016</u>	Date reported to council/board <u>2-17-2016</u>	Date provisional license issued	Signature of Clerk / Deputy Clerk 
Date license granted	Date license issued	License number issued	

Applicant's WI Seller's Permit No.:	FEIN Number: 42-1435913
LICENSE REQUESTED	
TYPE	FEE
<input checked="" type="checkbox"/> Class A beer	\$ <u>100.00</u>
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>45.00</u>
TOTAL FEE	\$



Length: 1,162.13 ft

257 139002051

400 257 13900204

444 257 13900203

257 13900202

257 13900201

4228

103

E High St

W High St

183

Office of Finance Director/Treasurer

To: City of Milton Common Council
CC: Lisa Brooks, Library Director
From: Dan Nelson, Finance Director/Treasurer
Date: March 1, 2016
Subject: Discussion and Possible Action Regarding Resolution 2016-06: Authorizing the Securing of a Line of Credit with Bank of Milton in the amount of \$700,000. Discussion and Possible Action Approving Exhibit A – Resolution Term Credit Agreement.

Discussion

The library fundraising for the expansion has raised approximately \$2.4 million including the City's contributions. However, a maximum of \$700,000 in pledges are to be paid over the next 3 – 5 years. In order to complete the entire project by the end of 2016, those pledges need to be funded (converted to cash) in order to pay the various contractors as work commences.

Lisa Brooks will be at the meeting to address any specific questions about the pledges or timing of the project.

City staff has reached out to First Community and Bank of Milton to explore economically feasible funding options. The necessary steps to complete and pay for the necessary line of credit would be as follows:

1. Adopt Resolution 2016-06: Authorizing the Securing of a Line of Credit with Bank of Milton in the amount of \$700,000. Approve "Exhibit A" Resolution – Term Credit Agreement.
2. As the project commences and funds are needed to pay for project costs, staff would draw the needed funds from the line of credit. The draws would not start until existing funds (cash) are exhausted.
3. As the pledges are fulfilled by the donors, those dollars would be immediately applied to the outstanding balance.

Pros:

1. Allows for completion of the entire library on the original timeframe.
2. All payments will be paid from the pledges. No tax dollars will be used to make payments on the line of credit.
3. The line of credit will be paid off before there is a need for a major capital borrowing.
4. Do not incur any issuance costs related to the line of credit. There will be no fees to bond attorneys or financial advisors. Other options staff explored would have had over \$7,000 in issuance fees.
5. Keeps all the public financing of the project within the community.
6. Interest is only incurred when dollars are drawn. We won't be signing a loan agreement and holding the funds in a lower interest rate account for a later date. The day funds are drawn, it will be paid to a vendor.
7. All interest will be capitalized and will be a project cost and paid for with pledges.

Cons:

1. This line of credit would count towards the City's debt limit. As payments are made, the lower amount will reduce what counts against the City's debt limit. This will be noted in the financial statements, but will be disclosed as outside pledges are paying for it.
2. City would have to fund any pledges that are not realized but are borrowed against.

Recommendation:

To adopt Resolution 2016-06: Authorizing the Securing of a Line of Credit with Bank of Milton in the amount of \$700,000. Adopt Exhibit A – Resolution Term Credit Agreement.

Office of Finance Director/Treasurer

To: City of Milton Common Council
CC: Lisa Brooks, Library Director
From: Dan Nelson, Finance Director/Treasurer
Date: March 1, 2016
Subject: Discussion and Possible Action Regarding Resolution 2016-06: Authorizing the Securing of a Line of Credit with Bank of Milton in the amount of \$700,000. Discussion and Possible Action Approving the Term Credit Agreement.

Discussion

The library fundraising for the expansion has raised approximately \$2.4 million including the City's contributions. However, a maximum of \$700,000 in pledges are to be paid over the next 3 – 5 years. In order to complete the entire project by the end of 2016, those pledges need to be funded (converted to cash) in order to pay the various contractors as work commences.

Lisa Brooks will be at the meeting to address any specific questions about the pledges or timing of the project.

City staff has reached out to First Community and Bank of Milton to explore economically feasible funding options. The necessary steps to complete and pay for the necessary line of credit would be as follows:

1. Adopt Resolution 2016-06: Authorizing the Securing of a Line of Credit with Bank of Milton in the amount of \$700,000. Approve "Exhibit A" Resolution – Term Credit Agreement.
2. As the project commences and funds are needed to pay for project costs, staff would draw the needed funds from the line of credit. The draws would not start until existing funds (cash) are exhausted.
3. As the pledges are fulfilled by the donors, those dollars would be immediately applied to the outstanding balance.

Pros:

1. Allows for completion of the entire library on the original timeframe.
2. All payments will be paid from the pledges. No tax dollars will be used to make payments on the line of credit.
3. The line of credit will be paid off before there is a need for a major capital borrowing.
4. Do not incur any issuance costs related to the line of credit. There will be no fees to bond attorneys or financial advisors. Other options staff explored would have had over \$7,000 in issuance fees.
5. Keeps all the public financing of the project within the community.
6. Interest is only incurred when dollars are drawn. We won't be signing a loan agreement and holding the funds in a lower interest rate account for a later date. The day funds are drawn, it will be paid to a vendor.
7. All interest will be capitalized and will be a project cost and paid for with pledges.

Cons:

1. This line of credit would count towards the City's debt limit. As payments are made, the lower amount will reduce what counts against the City's debt limit. This will be noted in the financial statements, but will be disclosed as outside pledges are paying for it.
2. City would have to fund any pledges that are not realized but are borrowed against.

Recommendation:

To adopt Resolution 2016-06: Authorizing the Securing of a Line of Credit with Bank of Milton in the amount of \$700,000. Approve the Term Credit Agreement.

Boxes checked are applicable.
Boxes not checked are inapplicable.
Prepared and intended for use by
commercial banks in transactions
governed by Wisconsin Law.

EXHIBIT A
RESOLUTION
[Term Credit Agreement]

(Adopted at an Open Meeting held _____)

WHEREAS the City of Milton, Rock County, Wisconsin ("City"), is presently in need of funds up
to a maximum aggregate amount of \$ seven hundred thousand dollars
(\$ 700,000.00) for public purpose(s) of (1):
Finance the construction of the Milton Public Library remodel project

; and

WHEREAS, the Council deems it necessary and in the best interests of the City that, pursuant to the provisions of Section 67.12(12), Wisconsin
Statutes, a sum of up to seven hundred thousand
Dollars (\$ 700,000.00) be borrowed for such purpose(s) from time to time upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, BE IT RESOLVED, that for the purpose(s) hereinabove set forth the City, by its Mayor (or City Manager), and Clerk, pursuant to
Section 67.12(12), Wisconsin Statutes, borrow from Bank of Milton
("Lender"), from time to time, in one or more advances, a maximum aggregate amount of \$ 700,000.00, or, if less, the
aggregate principal amount of all advances as may be required to meet the above - stated purpose(s);

BE IT FURTHER RESOLVED, that each such advance shall be requested in writing by the City Clerk and/or City Treasurer,
which request may be conclusively relied upon by Lender;

BE IT FURTHER RESOLVED, that to evidence such indebtedness, said Mayor (or City Manager) and City Clerk shall make, execute and deliver to the
Lender for and on behalf of the City the promissory note of the City to be dated March 1, 2016, in said principal amount with interest
at the rate of three and 50/100 * percent (3.50 * %) per annum and payable as follows: *See attached

[Check (a), (b), (c) or (d); only one shall apply.]

Addendum for
Variable Rate
information.

- (a) [X] Single Payment. In one payment on March 1, 2017, PLUS interest payable as set forth below.
(b) [] Installments of Principal and Interest (3). In n/a equal payments of \$ n/a due on n/a,
and on [] the same days(s) of each n/a month thereafter [] every 7th day thereafter [] every 14th day thereafter,
PLUS a final payment of the unpaid balance and accrued interest due on n/a. All payments
include principal and interest.
(c) [] Installments of Principal. In n/a equal payments of principal of \$ n/a due on n/a,
and on [] the same day(s) of each n/a month thereafter [] every 7th day thereafter [] every 14th day thereafter, PLUS a final
payment of the unpaid principal due on n/a, PLUS interest payable as set forth below.
(d) [] Other. n/a

Interest is payable on March 1, 2017, and on [] the same day of each n/a month
thereafter, [] every 7th day thereafter, [] every 14th day thereafter, and at maturity, or, if box (b) is checked, at the times so indicated.

Interest is computed for the actual number of days principal is unpaid on the basis of [] a 360 day year [] a 365 day year. (2) ** See Below
Said interest to be payable on the dates set forth above on the outstanding principal balance, with [] no prepayment privileges [X] prepayment privi-
leges on any principal or interest payment date on or after n/a. A copy of the promissory note shall be attached to this
resolution.

** Interest is calculated by applying the applicable stated interest rate based on a 360
day year, counting each day as one thirtieth of a month and disregarding differences
in lengths of months and years.

- (1) Here describe each purpose in detail. If the purpose is meeting general and current municipal expenses or refinancing obligations of the City, so
specify.
(2) Section 67.12(12), Wisconsin Statutes, does not place any restrictions on the basis of interest rate calculations.

BE IT FURTHER RESOLVED, that there be, and there hereby is, levied on all the taxable property of the City, a direct annual irrepealable tax sufficient in amount to pay the principal and interest on said note as the same becomes due and payable, said tax to be in the following minimum amounts: (3)

Amount of Tax (principal and interest)	To Meet Note Payments Due On	Year of Levy (must be in year(s) prior to due date)
\$ n/a	n/a	For the year n/a
\$ n/a	n/a	For the year n/a
\$ n/a	n/a	For the year n/a
\$ n/a	n/a	For the year n/a
\$ n/a	n/a	For the year n/a
\$ n/a	n/a	For the year n/a
\$ n/a	n/a	For the year n/a
\$ n/a	n/a	For the year n/a
\$ n/a	n/a	For the year n/a

If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said note when due, the requisite amount shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

In the event that the City exercises its prepayment privilege, if any, then no such direct annual tax shall be included on the tax rolls for the prepayments made and the amount of direct annual tax hereinabove levied shall be reduced accordingly for the year or years with respect to which said note was prepaid.

In each of said levy years, the direct annual tax so levied shall be carried into the tax rolls each year and shall be collected in the same manner and at the same time as other taxes of the City for such years are collected; provided, that the amount of tax carried into the tax roll may be reduced in any year by the amount of any surplus in the debt service account for the note. So long as any part of the principal of, or interest on, said note remains unpaid, the proceeds of said tax shall be segregated in a special fund used solely for the payment of the principal of, and interest on, said note.

BE IT FURTHER RESOLVED, that there be and there hereby is established in the treasury of the City, if one has not already been established, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund. Within the debt service fund, there be and there hereby is established a separate and distinct account designated as the "Debt Service Account for Promissory Note dated March 1, 2016," which account shall be used solely for the purpose of paying principal of and interest on said note. There shall be deposited in said account any accrued interest paid on said note at the time it is delivered to the Lender, all money raised by taxation or appropriated pursuant hereto, and such other sums as may be necessary to pay principal and interest on said note when the same shall become due.

BE IT FURTHER RESOLVED, that the proceeds of said note shall be used solely for the purposes for which it is issued, but may be temporarily invested until needed in legal investments, provided that no such investment shall be in such a manner as would cause said note to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of Internal Revenue thereunder; and an officer of the City, charged with the responsibility for issuing the note, shall certify by use of an arbitrage certificate, if required, that, on the basis of the facts, estimates and circumstances in existence on the date of the delivery of the note, it is not expected that the proceeds will be used in a manner that would cause said note to be an "arbitrage bond."

BE IT FURTHER RESOLVED, that the projects financed by the note and their ownership, management and use will not cause the note to be a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and that the City shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the note.

BE IT FURTHER RESOLVED, that the City Clerk shall keep records for the registration and for the transfer of the note. The person in whose name the note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on the note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such note to the extent of the sum or sums so paid. The note may be transferred by the registered owner thereof by presentation of the note at the office of the City Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his legal representative duly authorized in writing. Upon such presentation, the note shall be transferred by appropriate entry in the registration records and a similar notation, including date of registration, name of new registered owner and signature of the City Clerk, shall be made on such note.

BE IT FURTHER RESOLVED, that the note is hereby designated as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986, as amended, relating to the ability of financial institutions to deduct from income, for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations. (4)

BE IT FURTHER RESOLVED, that the City officials are hereby authorized and directed, so long as said note is outstanding, to deliver to the Lender any audit statement or other financial information the Lender may reasonably request and to discuss its affairs and finances with the Lender.

BE IT FURTHER RESOLVED, that said note shall be delivered to the Lender on or after the date of said note, upon receipt of the total principal amount of the loan evidenced thereby, plus accrued interest, if any, to date of delivery, provided that, if this is a refinancing, the refunding note shall be immediately exchanged for the note being refinanced.

- (3) First tax levy should be for the current year unless tax roll has already been delivered for collection, and amount of levy should be sufficient to meet all principal and interest payments coming due prior to date for collection of next succeeding tax levy.
- (4) Do not check box if the City will be issuing more than \$10,000,000 of tax-exempt obligations in the calendar year. In that case, lenders will not be entitled to deduct, for federal income tax purposes, interest expense that is allocable to carrying or acquiring the note.

Office of the Director of Public Works

To: Mayor Anissa Welch, Common Council Members
From: Howard Robinson, Director of Public Works
Date: March 1, 2016
Subject: Discussion and Possible Action Regarding the Awarding of the Well #2 – Well House Reconstruction Bid.

Discussion

The Public Works Department/Water Utility and Baxter & Woodman opened bids for the well house construction at Well #2 on Wednesday, February 24, 2016 at City Hall. We received four bids for this work. Magill Construction from Elkhorn submitted the low bid for this work. Baxter & Woodman is checking the bid submitted to make sure the costs submitted are correct for the construction project. They are also checking the subcontractor list and also similar projects Magill has done. Baxter & Woodman will also send in a bid memo for the Common Council.

The bid amount is over the original estimated construction cost. Finance Director, Dan Nelson, has checked our utility funds. We have enough money in the funds for this project. The water main projects we have bid out previously came in under their bid estimates so overall we have enough money to complete this project and are still under budget for the 3 water projects we have scheduled so far this year. This project is \$483,000 and the original estimate from last year was \$456,000 resulting in a 6% increase over estimate.

The Well #2 project is a DNR requirement to allow us to continue using Well #2 as a standard well in our system.

Staff Recommendation

I am requesting permission to grant the Well #2 well house reconstruction project to Magill Construction contingent on Baxter & Woodman's analysis.

Attachments

- None

February 25, 2016

Mr. Howard Robinson
Director of Public Works/City of Milton
710 South Janesville Street
Milton, WI 53563

Subject: Well No. 2 – Well House Reconstruction

Dear Mr. Robinson:

Four bids for the Well No. 2 – Well House Reconstruction project were received on February 24, 2016. A summary of the lump sum bids received from the bidders is noted below. A more detailed summary tabulation of the bids received is included as a separate attachment.

<u>Bidder</u>	<u>Lump Sum Bid</u>
Magill Construction Elkhorn, WI	\$483,000.00
Gilbank Construction Clinton, WI	\$495,800.00
Midwest General and Mechanical Highland, WI	\$548,930.00
Corporate Contractors Beloit, WI	\$599,350.00

The apparent low bidder for the Well No. 2 Well House Reconstruction Project is Magill Construction of Elkhorn, WI with a low bid of \$483,000. The second low bidder was Gilbank Construction of Clinton, WI with a bid of \$495,800. The low bid submitted by Magill Construction was approximately 6% over our pre-bid estimate of \$456,000 for the project. Only \$12,800 separated the two lowest bidders.

Bid Alternative

One bid alternate was taken to allow the watermain connection on High Street to be constructed by taking the main out of service (non-pressure connection) versus a “live-tap”. All bidders, except Midwest General and Mechanical proposed a deduct of \$500 to allow the watermain to be taken out of service during construction. Midwest Mechanical proposed a \$0 deduct for the bid alternative. If desired, the City could reduce bid award by \$500 for Magill, Gilbank, or Corporate Contractors and allow the contractor to take the watermain on High Street out of service. Selection of this alternative has no bearing on the determination of low bidder.

Bid Award Considerations

The bids submitted by all four bidders acknowledged the required items for a responsive bid, including a 10% bid bond and acknowledgement of the addendum. Additional company information including references and subcontractor listings were obtained from the two low bidders and have been provided (via e-mail yesterday to HRobinson@milton-wi.gov) for your review.

Baxter & Woodman, Inc. has had prior work experiences with the two lowest bidders in the past. We understand that both contractors have worked in the City as well, with Magill Construction building the recent City Hall remodeling.

Based on the above the low responsive and responsible bidder is Magill Construction with a lump sum bid of \$483,000. If desired the City could decide to accept the Alternate and reduce the total by \$500, which would make the revised award total \$482,500.

Baxter and Woodman will be providing construction services on this project, including contract administration and part-time on-site observation of construction.

If you have any questions regarding this letter or the bids received, please feel free to contact me.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Gerald D. Groth, P.E.

**CITY OF MILTON, WISCONSIN
WELL NO. 2-WELL HOUSE RECONSTRUCTION**

PROJECT ENGINEER: Gerald Groth, P.E.

BID DATE/TIME: February 24, 2016/1:00 P.M.

TABULATION OF BIDSENGINEER'S JOB NO: 140772.40

BIDDER	ADDENDUM RECEIVED	PROPOSAL GUARANTY	TOTAL AMOUNT OF PROPOSAL	REMARKS
Magill Construction Elkhorn, WI	YES	10% Bid Bond	\$483,000.00	\$500 Deduct for Non-pressure WM Tap
Gilbank Construction Clinton, WI	YES	10% Bid Bond	\$495,800.00	\$500 Deduct for Non-pressure WM Tap
Midwest General and Mechanical Highland, WI	YES	10% Bid Bond	\$548,930.00	\$0 Deduct for Non-pressure WM Tap
Corporate Contractors Beloit, WI	YES	10% Bid Bond	\$599,350.00	\$500 Deduct for Non-pressure WM Tap
Engineer's Estimate: \$456,000				

MASTER ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT effective as of January 1, 2016 (“Effective Date”) between the City of Milton, Wisconsin (“City”) and Baxter & Woodman, Inc. (“Engineer”).

City and Engineer in consideration of their mutual covenants set forth herein agree as follows:

1. **SERVICES OF ENGINEER**

- 1.1 Engineer shall provide, or cause to be provided, if part of its scope, the services set forth herein.
- 1.2 Professional services are to be provided on a project-by-project basis when directed by the City, and will be enumerated in a Project Work Order following the general format shown in Exhibit A, attached hereto and incorporated herein by this reference.

2. **CITY’S RESPONSIBILITIES**

- 2.1 Provide the Engineer with all criteria and full information as to the City’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the Drawings and Specifications, and furnish copies of City’s standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- 2.2 Furnish the Engineer all available information pertinent to the Project including reports and data relative to previous designs, existing conditions, or investigations at or adjacent to the Site.
- 2.3 Furnish or otherwise make available additional project related information and data as is reasonably required to enable Engineer to complete the Project.
- 2.4 If the City owns the Project site, City will warrant that all known hazardous materials on or beneath the site have been identified to the Engineer. The Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials. The Engineer shall not be required by the City to provide certifications that soils, including soil mixed with other clean construction or demolition debris, are or are not contaminated.

- 2.5 The Engineer will rely, without liability, upon the accuracy and completeness of all information furnished by the City, including its consultants, contractors, specialty contractors, manufacturers, suppliers, and publishers of technical standards pursuant to this Agreement without independently verifying the information.
- 2.6 The Engineer may reasonably rely on the express and implied representations made by contractors, manufacturers, suppliers, and installers of equipment, materials, and products required by the construction documents as being suitable fit for their intended purposes and compliant with the construction documents and applicable project requirements.
- 2.7 Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

3. **SCHEDULE FOR RENDERING SERVICES**

- 3.1 Engineer is authorized to begin services as of the Effective Date.
- 3.2 Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and are hereby agreed to be reasonable.
- 3.3 If City authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation shall be adjusted equitably.
- 3.4 If the Engineer is hindered, delayed or prevented from performing under the Agreement as a result of any act or neglect of the City (or those for whom the City is responsible) or force majeure, the time for completion of the Engineer's work shall be extended by the period of the resulting delay and the rates and amounts of Engineer's compensation shall be adjusted equitably. Force majeure includes, but is not limited to acts of God, wars, terrorism, strikes, labor walkouts, fires, natural disasters, or requirements of governmental agencies.
- 3.5 The Engineer will attend one monthly Public Works/City Council meeting and one monthly staff level Progress meeting at no charge to the City.

4. **COMPENSATION, INVOICES AND PAYMENTS**

- 4.1 The City shall pay the Engineer for the services performed or furnished as provided for in the Project Work Order. The Engineer may adjust the employee wages, overhead, and expenses of the Project Work Order on or about January 1 of each subsequent year and will send the new schedule to the City.

4.2 The Engineers may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the (City) upon receipt of the Engineers' invoice for services. Payments to the Engineers after 60 consecutive calendar days from the date of the Engineers' invoice for services shall include an additional late payment charge computed at an annual rate of twelve percent (12%) from date of the Engineers' invoice and the Engineers may, after giving seven (7) days written notice to the City, suspend services under this Agreement until the Engineers have been paid in full all amounts due for services, expenses, and late payment charges.

5. **OPINION OF PROBABLE CONSTRUCTION COSTS**

5.1 The Engineer's opinion of probable construction costs, if included in its scope of services, represents its reasonable judgment as a professional engineer. The City acknowledges that the Engineer has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. The Engineer cannot and does not warranty or guarantee that proposals, bids, or actual construction costs will not vary from the Engineer's opinion of probable cost. Engineer shall not be responsible for any cost variance.

6. **ENGINEER'S PERFORMANCE**

6.1 The standard of care for all professional engineering and related services performed or furnished by the Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality on similar projects. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

6.2 Engineer shall be responsible for the technical accuracy of its services and its instruments of service resulting therefrom, and City shall not be responsible for discovering deficiencies, if any, in them. Engineer shall correct known deficiencies in its instruments of service without additional compensation except to the extent such action is directly attributable to deficiencies, errors or omissions in City-furnished information.

6.3 The Engineer will use reasonable care to comply with applicable laws, regulations, and City-mandated standards as of this Agreement's Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to City's responsibilities or to Engineer's scope of services, times of performance, or compensation, which shall be adjusted equitably.

6.4 Engineer may employ such sub-consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive written objections by the City.

- 6.5 Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- 6.6 Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work.
- 6.7 Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction or surety bonding requirements.
- 6.8 Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities.
- 6.9 Engineer shall not be responsible for the acts of omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- 6.10 Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. City agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. City further agrees the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs of precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
- 6.11 Engineer's site observation shall be at the times agreed upon in the Project Work Order. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and City to address.

7. INSURANCE

7.1 For the duration of the Project, the Engineer shall procure and maintain the following insurance coverage and Certificates of Insurance will be provided the City upon written request. The insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(1)	Worker’s Compensation	Statutory Limits
(2)	General Liability	
	Per Claim/Aggregate	\$1,000,000/\$2,000,000
(3)	Automobile Liability	
	Combined Single Limit	\$1,000,000
(4)	Excess Umbrella Liability	
	Per Claim/ Aggregate	\$5,000,000/\$5,000,000
(5)	Professional Liability	
	Per Claim and Aggregate	\$5,000,000/\$5,000,000

7.2 Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, the total liability, of the Engineer and their officers, directors, employees, agents, or consultants to anyone claiming by, through or under City for any claims, losses, costs, or damages arising out of, resulting from, of in any way related to the Project or the Agreement for any claim or cause of action, including but not limited to the negligence, professional errors or omissions strict liability, breach of contract, indemnity, subrogation or warranty (express or implied), hereafter referred to as the “Claims”, shall not exceed the total remaining insurance proceeds available under the terms and conditions of Engineer’s responding insurance policy.

8. INDEMNIFICATION AND MUTUAL WAIVER

8.1 To the fullest extent permitted by law, Engineer shall indemnify and hold harmless the City and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by the Engineer’s negligent acts or omissions.

- 8.2 City shall indemnify and hold harmless the Engineer and its officers, directors, employees, agents and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death of, or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of City or its officers, directors, employees, consultants, agents, or others retained by or under contract to the City with respect to this Agreement and/or to the Project.
- 8.3 To the fullest extent permitted by law, City and Engineer waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, exemplary, or consequential damages arising out of, resulting from, or in any way related to the Project or Engineer's services.
- 8.4 In the event claims, losses, damages or expenses are caused by the joint or concurrent fault of the Engineer and City, they shall be borne by each party in proportion to their respective fault, as determined by a mediator or court of competent jurisdiction.
- 8.5 The City acknowledges that the Engineer is a business corporation and not a professional service corporation, and further acknowledges, accepts, and agrees that the Engineer's officers, directors, and employees shall not be subject to any personal liability for services provided under this Agreement.

9. **TERMINATION**

- 9.1 This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The City may terminate this Agreement, in whole or in part, for its convenience. However, no such termination will be effective unless the terminating party gives the other party (1) not less than ten (10) business day's written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party to resolve the dispute before termination.
- 9.2 If this Agreement is terminated by either party, the Engineer shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the City will receive reproducible copies of Drawings, Specifications and other documents completed by the Engineer up to the date of termination.

10. USE OF DOCUMENTS

- 10.1 All documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Engineer to City pursuant to this Agreement) are instruments of service in respect to the Project, and the Engineer shall retain an ownership and property interest therein (including the copyright and right of reuse at the discretion of the Engineer) regardless of the Project's completion. City shall not rely in any way on any document unless it is in printed form, signed or sealed by the Engineer or one of its consultants.
- 10.2 Either party to this Agreement may rely that data or information set forth on paper (also known as hard copy) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Information in electronic format or text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience and not for reliance by the receiving party. The use of such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies will govern.
- 10.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests and/or procedures within 60 calendar days of receipt, after which the receiving party shall be deemed to have accepted the transferred data thus. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- 10.4 When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such information resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the creator.
- 10.5 The Engineer's document retention policy will be followed upon Project closeout. Executed copies of agreements, work orders, letters of understanding or proposals; design or other documents created by the Engineer or received from the City or a third party: plan review submittals from a third party and the Engineer's review of those submittals; and studies or reports prepared by the Engineer will be kept for a period of 14 years after Project closeout.

11. SUCCESSORS, ASSIGNS AND BENEFICIARIES

- 11.1 City and Engineer are hereby bound, as are their respective successors, employees and representatives to the other party to this Agreement with respect to all covenants, terms, promises, and obligations contained herein.

11.2 Neither the City nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

11.3 Unless expressly provided otherwise in this Agreement, nothing contained shall be construed to create, impose, or give rise to any duty owed by City or Engineer to any Contractor, Subcontractor, Supplies, or other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken to this Agreement will be for the sole and exclusive benefit of City and Engineer and not for the benefit of any other party.

12. **DISPUTE RESOLUTION**

12.1 City and Engineer agree to negotiate all disputes between them in good faith for a period of 30 calendar days from the date of notice prior to invoking the procedures of paragraph 12.2 or other provisions of the Agreement, or exercising their rights under law.

12.2 If the parties fail to resolve a dispute through negotiation under paragraph 12.1, City and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. City and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 calendar days of notice if the Dispute unless the parties mutually agree to a longer period. If such mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

13. **MISCELLANEOUS PROVISIONS**

13.1 This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

13.2 Any notice required under this Agreement will be in writing, addressed to the designated party at its address in the signature page and served personally, by facsimile, by registered or certified mail (postage prepaid), or by a commercial courier service. All notices shall be effective upon the date of receipt.

13.3 All express representations, waivers, indemnifications, and limitations of liability in this Agreement will survive its completion and/or termination.

- 13.4 Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.
- 13.5 A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 13.6 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.
- 13.7 This Agreement constitutes the entire agreement between City and Engineer and supersedes all prior or oral understandings. This Agreement may be amended only by a mutually agreed and executed written instrument.
- 13.8 With the execution of this Agreement, Engineer and City shall designate specific individuals to act as Engineer's and City's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of City under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Engineer: Baxter & Woodman, Inc.

By: 
Louis D. Hausmann, PE

Title: Vice President

Date Signed: February 4, 2016

Designated Representative:

Gary A. Vogel, PE

Phone Number: 815-444-3356

Email Address: gvogel@baxterwoodman.com

City of Milton, Wisconsin

By: _____
Anissa Welch

Title: Mayor

Date Signed: _____

By: _____
Elena Hilby

Title: Village Clerk

Date Signed: _____

Designated Representative:

Howard Robinson

Phone Number: 608-868-6914

Email Address: hrobinson@milton-wi.gov

EXHIBIT A

**CITY OF MILTON, WISCONSIN
PROJECT TITLE
SAMPLE WORK ORDER**

ENGINEERS' PROJECT NO. XXXXXX	
Project Description: The Project consists of ...	
Engineering Services: Specific Engineering services are described in the Engineering Services Agreement between the City and Engineers dated XXXXXXXX. A detailed scope of services for this Project is listed in Attachment A of this Work Order. Manpower requirements and a fee summary are listed in Attachment B.	
Compensation: Compensation for the services will be in accordance with the Engineering Services Agreement dated XXXXXXXX. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, based upon the Engineer's standard hourly billing rates included in Attachment B for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$XXXXXXX. *Note: Costs for post-construction completion and warranty work are separate expenses to the City and are not included in this Work Order.	
Submitted by: Baxter & Woodman, Inc. By: _____ Louis D. Haussmann, PE, PTOE Title: Vice President/COO Date: _____	Approved: City of Milton, Wisconsin By: _____ Al Hulick Title: City Administrator Date: _____
Additional Comments: None	

PROJECT DESCRIPTION

The Project consists of ...

SCOPE OF SERVICES

The standard of care for all professional engineering and related services performed or furnished by the Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality on similar projects. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

Design Services

1. ADMINISTRATION & MEETINGS – Confer with the City's staff and project team to ensure the goals of the Project are achieved and to clarify and define the general scope, extent, and character of the Project.
2. PROJECT MANAGEMENT – Plan, schedule, and control the activities that must be performed to complete the Project. These activities include but are not limited to budget, schedule, and scope.
3. TOPOGRAPHIC SURVEY – Topographic survey of the Project site has been completed previously for the sanitary sewer design. The survey will be field verified to determine any changes of existing conditions.
4. UTILITY COORDINATION – Coordinate work with Utility companies during early preliminary design. Also, provide final design documents to those companies once complete.
5. FINAL DESIGN – Prepare design documents consisting of drawings showing the general scope, extent, and character of construction work to be furnished and performed by the contractor(s) selected by the City and specifications which will be prepared in conformance with the format of the Construction Specification Institute.
6. OPINION OF PROBABLE COST – Prepare an opinion of probable construction cost for the Project.

-
7. CONSTRUCTION DOCUMENTS – Prepare for review and approval by the City and its legal counsel the forms of construction contract documents consisting of Notice and Instructions to Bidders, Bid Form, Agreement, Performance-Payment Bond, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).
 8. ASSISTANCE DURING BIDDING – Assist the City in solicitation of construction bids from as many qualified bidders as possible, attend the bid opening and tabulate bid proposals, make an analysis of the bids, and submit recommendations for the award of construction contract.

Construction Services

9. Act as the City’s representative with duties, responsibilities, and limitations of authority as assigned in the construction contract documents.
10. GENERAL CONSTRUCTION ADMINISTRATION
 - Attend the preconstruction conference, and review the Contractor’s proposed construction schedule and list of subcontractors.
 - Review and approve shop drawings, manufacturer’s literature, samples, and other submittals by the Contractor, but only for compliance with the drawings and specifications as to quality of materials and performance of equipment. Such review shall not be construed as relieving the contractor of the responsibility to meet requirements of the construction contract documents.
 - Review the Contractor’s requests for payments as construction work progresses, and advise the City of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - Prepare construction contract change orders when authorized by the City.
 - Conduct a final inspection of construction work, review the contractor’s written guarantees, and issue an opinion of satisfactory completion for acceptance of the Project by the City.
 - Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the City with one set of reproducible record drawings and all equipment operation and maintenance manuals within ninety (90) days of the Project completion.
11. RESIDENT PROJECT REPRESENTATIVE
 - Provide Resident Project Representatives at the construction site on a periodic part-time basis from the Engineers’ office (for up to 200 hours), as deemed necessary by the Engineers, to stake-out construction lines and grades, to assist the Contractor with interpretation of the drawings and specifications, to observe in general if the Contractor’s work is in conformity with the final design documents, and to monitor the Contractor’s progress as related to the construction contract date of completion. The construction Contractor is a separate company from the Engineers. The City understands and acknowledges that the Engineers are not responsible for the

Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the Project, and the Engineers do not guarantee the performance of the Contractor and are not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract Documents.

- Provide the necessary base lines, benchmarks, and reference points to enable the contractor to proceed with the work.
- Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the City of the construction progress and working days charged against the Contractor's time for completion.

12. COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the City.
- Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the City with one set of reproducible record drawings within ninety (90) days of the Project completion.

DESIGN ENGINEERING SERVICES

Manpower Requirements and Costs Summary

<u>Deliverable</u>	<u>Employee Class</u>	<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Labor Cost</u>
Manage Project	Senior Engineer II	x	x	x
Manage Project Totals			x	x
Final Plans & Estimate	Senior Engineer II	x	x	x
	Engineer II	x	x	x
	CAD/Survey Tech	x	x	x
	Clerical	x	x	x
Final Plans & Estimate Totals			x	x
Bidding Assistance	Engineer II	x	x	x
	Clerical	x	x	x
Bidding Assistance Totals			x	x
Total Estimated Design Engineering Fees				\$
USE				\$

CONSTRUCTION ENGINEERING SERVICES

Manpower Requirements and Costs Summary

<u>Deliverable</u>	<u>Employee Class</u>	<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Labor Cost</u>
Construction Administration	Senior Engineer II	x	x	x
	Clerical	x	x	x
Construction Administration Totals			x	x
Field Observation	Engineer II	x	x	x
Field Observation Totals			x	x
Project Record Drawings	Engineer II	x	x	x
	GIS Tech	x	x	x
Project Record Drawings Totals			x	x
Total Estimated Construction Engineering Fees				\$
USE				\$