



CITY OF MERRILL
COMMITTEE OF THE WHOLE
AGENDA • WEDNESDAY APRIL 22, 2020

Regular Meeting

Virtual Meeting

6:00 PM

To attend virtual meeting, call 631-820-6316 and meeting PIN 828888125

- I. Call to Order
- II. Silent Prayer
- III. Pledge of Allegiance
- IV. Public Comment Period
- V. Agenda items for consideration:
 - 1. Fiscal Status Report - 2020 Capital. At the April 14th Common Council meeting, this item was referred to the Committee of the Whole.
 - 2. Consider budget amendment to approve \$70,000 for street lighting for the M2020-01 Grand Ave. project. At the April 14th Common Council meeting, this item was referred to the Committee of the Whole.
 - 3. Review input from alderpersons on financial response to COVID-19
- VI. Adjournment

Fiscal Status – Capital Equipment and Investments

E-Mail Sent on Friday, April 3rd, 2020 – to Mayor Derek Woellner:

Mayor Woellner – The 2019 tax bills (which the City will be collecting through the first week of July) are based upon 1/1/2019 assessments. Lincoln County will settle the 2019 tax roll and make the City of Merrill 100% whole on real estate taxes. In addition to the 4/7th election, City staff continue collection efforts on Personal Property taxes. The City is under State Levy Limits and needs the Expenditure Restraint Aid – so there isn't going to be a 10% tax increase for 2021.

Without City investments, the surviving/open businesses will be even more fiscally impacted. Attached are overviews of 2019 borrowed funds and planned 2020 capital. My recommendations for deferring some items are listed. Even buying a new police squad locally in 2020 will help Merrill's economic recovery.

Unfortunately, some City functions will probably need to continue to shut down most of 2020 (including recreation programs/aquatic center). This will result in tax levy savings this year.

"Safer at Home"!

Kathy Unertl, Finance Director
City of Merrill

From: Woellner, Derek
Sent: Thursday, April 2, 2020 10:20 PM
To: Unertl, Kathy
Cc: Johnson, David; Hayden, Tom
Subject: Fwd: spending halt

Kathy,

Can I get your opinion on what impact we'll see on our taxes this year? Please read Alderman Sabatke's concerns below.

Thank you

Begin forwarded message:

From: "Sabatke, Steve" <Steve.Sabatke@ci.merrill.wi.us>
Date: April 2, 2020 at 8:02:38 PM CDT
To: Aldermen <Aldermen@ci.merrill.wi.us>
Subject: Fwd: spending halt

Sent from my iPad

Begin forwarded message:

Attachment: Fiscal Status - 2020 Capital (4909 : Fiscal Status Report - Capital)

From: steve sabatke <stevesabatke@hotmail.com>
Date: April 2, 2020 at 7:55:42 PM CDT
To: "Sabatke, Steve" <Steve.Sabatke@ci.merrill.wi.us>
Subject: spending halt

"Dark stores" or closed business are entitled to a lower tax rate. Just a matter of time before Merrill businesses figure this out. Other city tax revenues will be reduced as well like room taxes and non-payment of private property taxes.er

Looking ahead, I propose all spending (even budgeted) come to a halt. We should cancel all planned projects and capital expenditures. There may be some exemptions depending on contracts and loan commitments.

We would hate to get to the end of the year and find out we have to jack taxes 10% on top of all the other hardships our citizens will have to endure.

City of Merrill - 2019 Capital Carryover & 2020 Capital Budget

PRELIMINARY

		Budget	Expended	3/27/2020 Balance		2020 New Borrowing
Parks - 2019	Athletic Park - Tuck-pointing	\$20,000.00	\$0.00	\$20,000.00	Defer	
Parks - 2019	Dock - Riverside	\$15,000.00	\$0.00	\$15,000.00	Defer	
Engineering	MS-4 Stormwater (City 50% Match)	\$68,855.00	\$750.00	\$68,105.00	Contract Awarded	\$68,855.00
City Hall	Roof Sections (STF 2020 Loan)	\$80,000.00	\$0.00	\$80,000.00	Contract Awarded	
Library	Roof Sections	\$75,000.00	\$0.00	\$75,000.00	Contract Awarded	\$75,000.00
City Hall	Police Flooring	\$23,500.00	\$0.00	\$23,500.00	End of lifespan	
Police	Squad Replacement	\$30,000.00	\$0.00	\$30,000.00	End of lifespan	
Transit	Buses (City 20% Match)	\$268,000.00	\$0.00	\$268,000.00	Contract - 2019	\$268,000.00
Parks	Mower & Infield Dragger Motor	\$32,000.00	\$0.00	\$32,000.00	End of lifespan	
Parks	Parks Parking Lot - Crack Sealing	\$10,000.00	\$0.00	\$10,000.00	Investment - extending lifespan	
Parks	Dump Truck	\$50,000.00	\$0.00	\$50,000.00	Ordered - Delivered	\$50,000.00
Streets	Dump Truck & Paint Truck	\$100,000.00	\$31,827.50	\$68,172.50	Ordered - Delivered	\$100,000.00
Streets	Streets Loader Tractor	\$95,000.00	\$0.00	\$95,000.00	Ordered	\$95,000.00
Streets	Streets Garage Parking Lot	\$100,000.00	\$0.00	\$100,000.00	Defer	
Streets	Seal Coating	\$52,385.00	\$0.00	\$52,385.00	Investment - extending lifespan	\$52,385.00
Streets	Streets Resurfacing	\$100,000.00	\$0.00	\$100,000.00	Investment - extending lifespan	\$100,000.00
Streets	Concrete - Sidewalk	\$75,000.00	\$0.00	\$75,000.00	Defer	
Streets	Black Dirt Screening	\$12,500.00	\$0.00	\$12,500.00	Defer	
Streets	Crushing	\$50,000.00	\$0.00	\$50,000.00	Contract Awarded	\$50,000
Streets	Popular & Court Streets	\$150,000.00	\$0.00	\$150,000.00	Defer	
Streets	Grand Ave/N Prospect/S Genesse	\$1,361,454.00	\$0.00	\$1,361,454.00	Contract Awarded	\$1,361,454.00
This is total project - need Water & Sewer breakdown						
Streets	Streetlighting - Grand Ave Major Project	\$70,000.00	\$0.00	\$70,000.00		TID No. 8 \$70,000.00
TID No. 5	MARC Dr. LED Streetlight	\$35,000.00	\$0.00	\$35,000.00		TID No. 5 Cash
TID No. 7	Water/Sewer - Mill St. (FreMarq)	\$30,000.00	\$0.00	\$30,000.00	Need to verify need	
TID No. 3	MFG - Paving	\$150,000.00	\$0.00	\$150,000.00	by mid-Sept. 2020	TID No. 3 \$150,000.00
TID No. 3	Mill St. (E. Main St. - E. 1st St.)	\$60,000.00	\$0.00	\$60,000.00	Defer	
TID No. 11	W. St. Paul St. (Curb, gutter, & paving)	\$150,000.00	\$0.00	\$150,000.00	Defer	
Total		\$3,263,694.00	\$32,577.50	\$3,231,116.50		\$2,440,694
				\$582,500.00	Proposed Defer	

City of Merrill - Borrowed Proceeds (As of 12/31/2019)

Fund 52 & TID No. 12

	Borrowed	2019 Expended	12/31/2019 Balance	2020 Expended	3/31/2020 Balance	
Series 2019A TID No. 12 - Logan Ave./E. 6th St. Project deferred into 2020 - weather	\$125,000.00	\$10,000.00	\$115,000.00	\$0.00	\$115,000.00	Funding-this project
Series 2019A Parks - Athletic Park Parking Lot Project deferred into 2020 - weather	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00	Funding-this project
Series 2019A Library - HVAC Improvements	\$160,000.00	\$158,610.60	\$1,389.40	\$0.00	\$1,389.40	- Library Bldg Only
Series 2018A City Hall - Improvements STF 2019	\$260,000.00	\$255,166.10	\$4,833.90	\$4,833.90	\$0.00	
Series 2018A Fire - Parking Lot Series 2019A Paving deferred - weather	\$73,236.37	\$53,968.12	\$19,268.25	\$0.00	\$19,268.25	Funding-this project
Series 2018A Street Garage Rehab Series 2019A	\$235,000.00	\$84,495.40	\$150,504.60	\$124,261.86	\$26,242.74	Pending Final Work - Streets Bldg Only
Series 2018A City Facility Fiber Project STF 2019	\$467,001.00	\$381,744.70	\$85,256.30	\$1,142.50	\$84,113.80	Pending Final Work
Total	\$1,370,237.37	\$943,984.92	\$426,252.45	\$130,238.26	\$296,014.19	

Grand Ave Lighting Estimate

Replacing all 15 poles

• Poles, arms, bases, heads --	\$36,028.75
• Bases, rebar, concrete, etc. --	\$2,414.00
• Conduit, wire, etc. --	\$9,500.00
• Contractor labor --	\$10,000
• City labor --	\$12,000
Total	\$69,942.75

Installing conduit, wire, bases and setting up 4 poles

• Poles, arms, bases, heads --	\$10,330.00
• Bases, rebar, concrete, etc. --	\$2,414.00
• Conduit, wire, etc. --	\$9,500.00
• Contractor labor --	\$9,000.00
• City labor --	\$11,000.00
Total	\$42,244.00

5.2.b

Attachment: Pic 1 (4892 : Consider budget

Packet Pg. 7

5.2.c

Attachment: Pic 2 (4892 : Consider budget

Packet Pg. 8

5.2.d



Attachment: Pic 3 (4892 : Consider budget

Packet Pg. 9





Attachment: Pic 5 (4892) : Consider budget amendment to approve \$70,000 for street lighting)



WPSC SERVICE MANUAL

Revised 03/2020

Section 7 CLEARANCES

Page 2 of 10

7-1 Basic Electric Clearances - Services

Clearances for Electric Overhead Services

(Not for primary or secondary clearances.)

(Per NESC Table 232-1 and Table 234-1 and WI PSC 114)

Note that the following are the minimum clearances needed. Additional clearances must be added to account for thermal loading, ice loading, and snow depth when looking at vertical clearances. All clearances are for services under 750 volts unless otherwise indicated.

Triplex & Quadruplex Cables (most common)
Open Wire Poly Insulated Cables

Type A
Type B

Rule 230C3

Vertical Clearances	A	B
Roads, Streets, Driveways, Parking Lots, Alleys, Cultivated Land, Grazing Forest, Orchards, etc.	16.0'	16.5'
If the height of the building to which the service is attached does not permit and there is only a residential driveway (no chance of trucks), under 150 volts to ground, and insulated.	12.0'	12.5'
Drip Loop	10.0'	10.5'
Spaces & ways subject to pedestrian or restricted traffic only (no horse riding or vehicles over eight feet).	12.0'	12.5'
Spaces & ways subject to pedestrian or restricted traffic only (no horse riding or vehicles over eight feet), the building height does not permit, under 150 volts to ground, and insulated.	10.0'	10.5'
Drip Loop	10.0'	10.5'
If along roads in rural districts where it is unlikely that vehicles will be crossing under the line (must consider blow out to embankments, etc.)	14.0'	14.5'
If along rural roads and located relative to fences, ditches, embankments, etc., so that ground under the line would not be expected to be traveled except by pedestrians, may be reduced to the following: The service must be under 150 volts to ground and insulated.	9.5'	12.5'

Attachment: WPS Manual (4892 : Consider budget amendment to approve \$70,000 for street lighting)

WPSC SERVICE MANUAL

Revised 03/2020

Section 7 CLEARANCES

Page 3 of 10

7-1 Basic Electric Clearances – Services (Cont'd)

Vertical Clearances	A	B
DOT minimum clearances over roadway (only State and Federal Highways) (use NESC if greater than this) (under worst case conditions) (WI DOT Maintenance Manual 96.95) (MI DOT Annual Permit Form).	WI: 17.0' MI: 18.0'	WI: 17.0' MI: 18.0'
Over or under roofs or projections <u>not readily accessible</u> (no permanent stairs, ladders, doorways, ramps, windows, etc. to the roof; no vehicles) and the <u>service is NOT ATTACHED to that structure</u> . (This clearance also applies above railings, walls, or parapets around balconies or roofs.) WI: Less than 4 / 12 pitch. WI: 4 / 12 pitch or greater (WI PSC Table 114.234-1) MI	8.0' 3.0' 3.5'	10.5' 10.5' 10.5'
Over or under balconies & roofs <u>readily accessible</u> to pedestrians (as part of structure to which <u>service is NOT ATTACHED to that structure</u> (casually accessed through a doorway, ramp, window, stairway, or permanently mounted ladder etc.) (NESC Table 234-1 row 1(b)(2) columns 3 & 5.)	11.0'	11.5'
Over roofs, balconies, porches, or attached decks over which they pass and the <u>service is ATTACHED to that structure</u> (NESC 234C(3)(d)). <u>Accessible</u> <u>Not Readily Accessible</u> to pedestrians (including drip loops) (PSC114.234(3)) WI: Less than 4/12 pitch, 120/240V or 120/208V service WI: Less than 4/12 pitch, 277/480V service WI: 4/12 pitch or greater, 120/240V or 120/208V service WI: 4/12 pitch or greater, 277/480V service MI: Under 300 volts phase to phase MI: Under 750 volts phase to phase	10.0'^ 8.0'^* 8.0'^* 3.0' 3.0' 3.0' 3.0'	10.0'^ 8.0'^* 10.0'^^ 3.0' 10.0'^^ 3.0' 10.0'^^
Over or under catwalks & other surfaces upon which personnel walk	11.0'	11.5'
Other vertical clearances to signs, chimneys, billboards, radio & TV antennas, tanks, and other installations not classified as buildings or bridges.	3.5'	6.0'

* Was 10.0' from Feb 1, 2008 – June 30, 2014.

^ Was 8.0' prior to Jan 30, 2008.

Attachment: WPS Manual (4892 : Consider budget amendment to approve \$70,000 for street lighting)

Alderson Steve Hass – List from 4/15/2020 E-Mail - **Part 1 Response**

Responses from City Administrator Dave Johnson

List of positions currently not working but getting paid due to the COVID 19 excluding protective services.

Parks & Recreation

- Dan - in office and working from home
- Dawn - 2-3 days/wk in office
- Jimmy - full-time
- Joe - 4 days/wk
- Todd (PT) - Part-time deep cleaning

Transit

- Drivers not working
- Brad talks to the City Administrator regularly, responding to emails

Enrichment Center

- Tammie - checking on participants regularly, preparing newsletter, part-time in office
- Vicki part-time in office.
- Stephanie (PT) not working

Library

- See separate spread sheet

Building/Zoning/Comm.Dev.

- Darin in office
- Shari in office as necessary and working from home

Attorney's Office

- Tom - in office
- Krista - in office as needed

Clerk/Treasurer's Office

- Kathy - working from home
- Jill, Brenda, Cheryl, Stephanie - in office full-time

Street Dept.

- Everyone working regular hours

Utilities

- Everyone working regular hours

Fire/EMS

- Everyone working regular hours

Police

- Clerical staff are staggering days in the office
- Sworn staff is working

City Administrator

- Working in office every day

Alderson Steve Hass – List from 4/15/2020 E-Mail - **Part 1 Response (Page 2)**

Responses from City Administrator Dave Johnson

Are all events scheduled for the Festival Grounds on hold or cancelled?

- See Alderson Steve Osness – List from 4/16/2020 E-Mail - **Response**

Suggestions for cost savings:

- Furlough Festival Grounds Manager
 - ✓ This could be done but we will need this position prior to being able to schedule events again.

City of Merrill - T. B. Scott Free Library Staffing																		
Library Staff	Position	Hrs/ Wk	Status															
Akey, Terri	Circulation/Reference Clerk	27.0	Available to work															
Andrews, Kay	Circulation/Reference Clerk	24.0	Has been working at city hall for election purposes as needed															
Bennett, Andrea	Youth Services Assistant	40.0	Worked election; coming in the week of April 20th to record storytime															
Duplayee, Marilee	Shelver	12.5	Worked election; coming in week of April 13th to shelve															
Forde, Carolyn	Head of Youth Services	40.0	Coming into building weekly and as needed; working on summer program plans and grant applications remotely															
Haenel, Chuck	Maintenance Asst.	12.5	Working regular hours; performing maintenance and deep cleaning															
Hassebroek, Julee	Shelver	15.0	Coming in week of April 13th to shelve															
Hochnadel, Art	Maintenance Asst.	12.5	Working regular hours; performing maintenance and deep cleaning															
Hoffman, Joe	Maintenance Asst.	12.5	Working regular hours; performing maintenance and deep cleaning															
Kiefer, Debbie	Circulation Coordinator	40.0	Coming into building as needed to run reports; working remotely to assess circulation functions															
LaMontagne, Polly	Circulation Clerk	11.5	Available to work															
Maerz, Sarah	Technology & Info. Services Coord.	40.0	Coming into building several times weekly; working on website remotely; overseeing IT functions															
Maluegge, April	Circulation/Reference Clerk	17.0	Available to work															
Martinson, Faith	Technical Processing	40.0	Available to work															
McCrank, Elizabeth	Circulation/Reference Clerk	24.0	Has been working at city hall for election purposes as needed; worked election; 3D printer at home															
Ollhoff, Laurie	Asst. Director/Head of Adult Services	40.0	Comes into building weekly and as needed; performing and recording storytime from home; 3D printer at home															
Perkins, Jean	Circulation Clerk	11.5	Worked election; Has been working at city hall for election purposes as needed															
Plautz, Donna	Outreach Coordinator	40.0	Available to work															
Stevens, Stacy	Director	40.0	Coming into building daily, worked election,															
Wendt, Kevin	Bookkeeper	40.0	Coming into building most days to process mail, attend to bills and other bookkeeping functions															
Wszalek, Nick	Maintenance Supervisor	40.0	Coming into building daily															
Governor Evers announced in an extension of the Safer at Home Order that Public Libraries may now provide curbside pick-up of books and other library materials.																		
This change to the order goes into effect on April 24, 2020. The Safer at Home Order will remain in effect until 8 a.m. on May 26, 2020.																		
Library staff may begin to work more hours in the building but it will be on a staggered basis to ensure distancing requirements and following all other public health recommendations.																		

Alderson Steve Hass – List from 4/15/2020 E-Mail - **Part 2 Response**

Finance Director Kathy Unertl comments in bold

List of TIF projects scheduled for this year with costs
List of festival grounds projects for this year with costs

Please see Capital spreadsheet lists (i.e. Pages 4 and 5 in response to Alderson Steve Sabatke e-mail).

Cost saving of a wage freeze for all employees for the rest of the year

Based upon attached October 2019 fiscal analysis, the potential savings if no 1.0% wage adjustment as of 6/22/2020 would be about \$20,000 (after offsetting revenues deducted).

Suggestions for cost savings:

- Remove extra pay for council president

**Council President (\$3,720) is paid \$261 more annually than Alderson (\$3,459).
Potential savings for eight months would be \$173.**

- Remove extra meeting pay for council members for remainder of 2020

After review of 2019 actual earnings information, potential savings for eight months would be about \$2,900.

Attachment: List - Alderson Hass Part 2 (4918 : Review input from alderspersons on financial response to COVID-19)

City of Merrill - Non-Union		Fiscal Impacts of Steps and Cost-of-Living % Increases				
Steps are based upon anniversary date in City position. So, employee whom started 9/3/2019 would only have Step increase four months in 2020 (i.e. \$216). If an employee anniversary date was January 1st, the Step would be effective the entire 2020 year.						
					1.0% - Effective 12/23/2019	
					1.0% - Effective 06/22/2020	
		Employees				
	Employees	With	Non-Union		2020	2020
Department	- No Steps	Steps	Total		1%+1%	Steps
						2020
						Total
City Clerk	1	N/A	Full-Time Elected		\$1,213	\$1,213
Joint Municipal Court		1	1		\$527	\$422
						\$949
City Attorney	1		1		\$1,729	\$1,729
City Attorney - Admin. Assistant		1	1		\$625	\$432
						\$1,057
City Administrator	1		1		\$1,842	\$1,842
Public Works Director		1	1		\$1,578	\$2,766
						\$4,344
Information Technology		1	1		\$1,726	\$420
						\$2,146
Clerk/Treasurer Staff	2	2	4		\$1,929	\$873
						\$2,802
Finance Director		1	1		\$1,536	\$2,579
						\$4,115
City Maintenance Manager - 63.5%*		1	1		\$415	\$528
City Maintenance Worker		1	1		\$381	\$790
						\$1,171
Building Inspector/Zoning Admin.		1	1		\$1,179	\$2,323
Community Dev. Program Manager		1	1		\$795	\$1,538
						\$2,333
Parks & Rec Director		1	1		\$1,203	\$692
Parks Laborers & Adm. Assistant	3		3		\$2,265	
						\$1,895
Police Chief		1	1		\$1,426	\$1,915
Police Captains & Lieutenants	2	3	5		\$3,419	\$5,739
Police - Administrative Assistants	2	1	3		\$1,969	\$813
						\$2,782
Fire Chief		1	1		\$1,384	\$1,472
Fire Battalion Chiefs		4	4		\$4,426	\$5,812
						\$2,856
Street Superintendent		1	1		\$1,117	\$1,456
Street - Public Works & Adm Asst.	8	9	17		\$10,067	\$4,612
						\$2,573
Enrichment Center - Director 80%		1	1		\$763	\$2,595
Enrichment Center - Part-Time		2	2		\$871	\$1,298
						\$3,358
Transit Administrator		1	1		\$985	\$640
Transit Coordinator & Drivers	1	3	4		\$2,223	\$344
						\$1,625
Utility Operations Manager		1	1		\$866	\$171
Utility - Public Works & Adm Asst.	2	7	9		\$6,008	\$7,933
						\$1,037
Totals - Non-Union (Except Library)	22	47	69		\$54,466	\$48,163
	31.9%	68.1%	100.0%		53.1%	46.9%
	No Steps	Steps			1%+1%	Steps
*Position shared with T. B. Scott Library						
						100.0%

Attachment: List - Alderperson Hass Part 2 (4918 : Review input from alderpersons on financial response to COVID-19)

City of Merrill - Non-Union**Fiscal Impacts of Steps and Cost-of-Living % Increases**

Almost 25% of the 2020 proposed compensation adjustments are for Police and Fire management employees. Both Steps and Cost-of-Living % increases are important to encourage employee promotions.

	Employees			2020 1%+1%	2020 Steps	2020 Total
	Employees - No Steps	With Steps	Non-Union Total			
Police Chief		1	1	\$1,426	\$1,915	\$3,341
Police Captains & Lieutenants	2	3	5	\$3,419	\$5,739	\$9,158
Fire Chief		1	1	\$1,384	\$1,472	\$2,856
Fire Battalion Chiefs		4	4	\$4,426	\$5,812	\$10,238
	2	9	11	\$10,655	\$14,938	\$25,593
				10.4%	14.6%	24.9%
Total Non-Union (Except Library)				\$54,466	\$48,163	\$102,629

Potential Compression between Police/Fire Management and Union Employees:

	2019	2020
Police Lieutenant	\$35.49	\$35.49 Without Steps or Cost-of-Living
Police Investigator	\$31.57	\$31.89
Difference - Lieutenant vs. Union	\$3.92 12.4%	\$3.60 10.2%
	2019	2020
Fire Battalion Chiefs	\$24.67	\$24.67 Without Steps or Cost-of-Living
Paramedic	\$22.27	\$22.49
Difference - Battalion vs. Union	\$2.40 10.8%	\$2.18 8.8%

Attachment: List - Alderperson Hass Part 2 (4918 : Review input from alderpersons on financial response to COVID-19)

Responses from City Administrator Dave Johnson

-List of all and any people not working but are getting paid?

- **On Aldersonperson Hass response – Part 1**

-Pay freeze for the rest of the year and what would the savings be?

- **On Aldersonperson Hass response – Part 2**

-Hiring freeze unless approved by P&F, or the council.

- **For what purpose and to what end? All vacancies are reviewed by Department Heads and City Administrator now prior to posting.**

-No employee except the fire dept, and police dept can exceed 40hr work week. With the exception of the street dept if it snows or an emergency.

- **There is a 7th Congressional special election scheduled for May 12th, overtime will be required since Clerk-Treasurer staff cover 6 a.m. till 8 p.m. (or later). There may be a need for Utilities staff to work to complete emergency water/sewerline repairs.**

-Stop all EMS transfers to Hot Zones within the state.

- **So long as proper PPE is utilized and all in-place protocols are followed there is not a reason to refuse transfers.**

-List of TIF projects for this year with cost savings.

- **On Aldersonperson Sabatke response – Pages 4 and 5**

-A list of Festival grounds schedule for upcoming or cancelled events.

- **Not taking reservations for Expo Hall.**
- **Decision on Rodeo by May 10, but most likely canceled due to Governor's Safer extension.**
- **Gun show, craft shows, wrestling all on hold.**
- **No decision yet on County Fair and Labor Day Car Show.**
- **Merrill Riders events all on hold.**

-List of Festival grounds projects for this year with cost.

- **On Aldersonperson Sabatke response – Pages 3 and 4**

-Possible furlough to festival grounds manager until the festival ground returns to normal.

- **On Aldersonperson Hass response – Part 1**

-Discuss any other cost savings within the city or council that could help the city and its people.

-Are sidewalk projects on hold this year or will we be going forward?

- **Yes, only emergency/hazard repairs will be made. The 2020 Street Department internal plan involved new Public Works employee being hired 4/1/2020.**

Alderson Steve Sabatke – Emergency Spending Cut (List from 4/13/2020 E-Mail)

In light of the emergency conditions and devastating harm to our local economy and anticipated loss of tax revenues the following subjects are to be considered for discussion:

All TIF, TID, excess funds from capital expenditures and any other discretionary spending be approved by council. All under budget project money is returned to general fund.

Initiate a wage and benefit freeze for all city employees. Review necessity, pay grade and value of existing employees

Initiate a spending freeze on all discretionary spending and budgeted projects that can be legally imposed.

Finance Director Kathy Unertl comments:

- **Although there has been a Public Health Emergency since mid-March, City of Merrill fiscal status is consistent with 2020 budget. Page 2 highlights the 2020 Budget Revenues.**

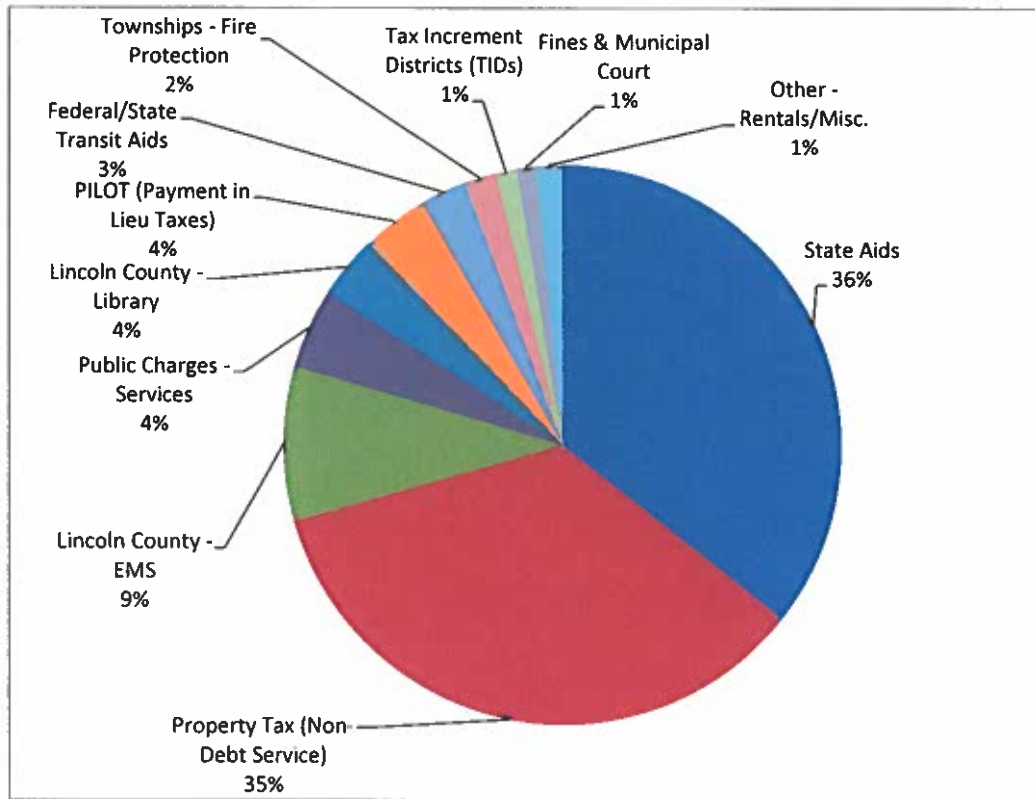
State of Wisconsin, Lincoln County, and other entities continue to pay/reimburse planned 2020 budget amounts.

See last three pages for information on what is eligible for Federal Emergency Management Agency (FEMA) reimbursement. Additional Federal funding programs are pending – including potential Community Development Block Grants (CDBG).

- **At the August 20th Tax Settlement with Lincoln County Treasurer, City of Merrill will be made whole on any 2019 delinquent real estate taxes.**
- **Tax Increment District (TID) revenues can only be expended within the TIDs (or within ½ mile of the TID boundary). TID funds can't be reallocated into the City General Fund.**
- **With City facilities shut down, there will be reduced public charge revenue from the following City Departments: Transit, Parks & Recreation, Enrichment Center, Library, Police, and Merrill Festival Grounds/Bierman Expo Building.**
- **Depending upon future (such as summer Parks & Recreation seasonal employees), there could be reduced Personnel Service expenses. Further, there will likely be reduced City operational expenses at some facilities.**
- **As to employees and benefits, the City of Merrill must comply with the Federal requirements. Suggest that these requirements and City workforce status be reviewed at future Personnel & Finance Committee meeting.**
- **Please see following information as to 2020 capital budget status.**

City of Merrill - 2020 Budget Revenues

General Fund - Tax-Levy Supported (Without Debt Service Tax Levy)



State Aids	\$4,335,606	
Property Tax (Non-Debt Service)	\$4,257,801	
Lincoln County - EMS	\$1,091,000	
Public Charges - Services	\$558,700	
Lincoln County - Library	\$449,305	
PILOT (Payment in Lieu Taxes)	\$462,000	Water Utility & Merrill Housing Authority
Federal/State Transit Aids	\$325,000	
Townships - Fire Protection	\$221,899	
Tax Increment Districts (TIDs)	\$154,100	
Fines & Municipal Court	\$135,490	
Other - Rentals/Misc.	\$186,350	
	<u>\$12,177,250</u>	

Alderson Sabatke - Items to be considered (but not limited) to the following:

- Grand Ave paving Project (about \$3.5 million).

Correct contract bid amount (which includes water and sewer) is \$1,361,454. Project awarded to Jake's Excavating with construction beginning by end of April.

- Street lights on Grand Ave (about \$70,000).

Minimally need trenching/conduit and installation of electrical to the three intersections. Public Works Director/City Engineer Rod Akey is determining estimate of probable cost.

The streetlights are eligible as Tax Increment District (TID) No. 8 expense – suggest use of this TID funding.

- cattle barn repairs (about \$40,000) (grant money for better use elsewhere),

The Bierman Foundation grant is specifically for cattle barn repairs. This funding can only be expended for the cattle barn.

- West St, Paul Paving Project,

The single-family home developer hasn't started construction or even signed draft development agreement. Therefore, this infrastructure project has already been deferred by City staff.

- Paving Festival grounds roads (about \$150,000),

There is funding through Tax Increment District (TID) No. 3 with expenditure period ending 9/13/2020.

- MARC flooring,

Smith Center Parks & Recreation Office new carpeting has been installed. Payment is pending from Non-Lapsing account (i.e. no tax levy capital or borrowing).

- Police department flooring,

City Maintenance Manager and Police Chief are reviewing a durable vinyl product that can go down easier with less down time. The officer work area needs to be addressed.

- Wal Mart/ Borderless restaurant (about \$150,000).

There is a Redevelopment Authority (RDA) meeting planned for Wednesday, May 6th to discuss status of pending development opportunities.

- Purchase of new vehicles and equipment.

All 2020 budgeted vehicles and equipment have been ordered; some have already been delivered; and some already paid for.

- Review all other capital expenditures and expenses to cut.

See following 2020 capital spreadsheets as to status.

City of Merrill - 2019 Capital Carryover & 2020 Capital Budget

Updated - 4/15/2020

		Budget	Expended	4/15/2020 Balance		2020 New Borrowing
Parks - 2019	Athletic Park - Tuck-pointing	\$20,000	\$0	\$20,000	Defer	
Parks - 2019	Dock - Riverside	\$15,000	\$0	\$15,000	Defer	
Engineering	MS-4 Stormwater (City 50% Match)	\$68,855	\$750	\$68,105	Contract Awarded & State Grant	\$68,855
City Hall	Roof Sections (STF 2020 Loan)	\$80,000	\$0	\$80,000	Contract Awarded	
Library	Roof Sections	\$75,000	\$0	\$75,000	Contract Awarded	\$75,000
City Hall	Police Flooring	\$23,500	\$0	\$23,500	Vinyl likely instead of epoxy	
Police	Squad Replacement	\$30,000	\$0	\$30,000	Ordered - pending delivery	
Transit	Buses (City 20% Match)	\$268,000	\$0	\$268,000	Contract - 2019 (July delivery)	\$268,000
Parks	Mower & Infield Dragger Motor	\$22,000	\$14,399	\$7,601	Both Ordered - Delivered	
Parks	Parks Parking Lot - Crack Sealing	\$10,000	\$0	\$10,000	Investment - extending lifespan	
Parks	Dump Truck	\$50,000	\$33,505	\$16,495	Ordered - Delivered	\$50,000
Streets	Dump Truck & Paint Truck	\$100,000	\$38,172	\$61,829	Ordered - Delivered	\$100,000
Streets	Streets Loader Tractor	\$95,000	\$0	\$95,000	Ordered	\$95,000
Streets	Streets Garage Parking Lot	\$100,000	\$0	\$100,000	Defer	
Streets	Seal Coating	\$52,385	\$0	\$52,385	Investment - extending lifespan	\$52,385
Streets	Streets Resurfacing	\$100,000	\$0	\$100,000	Investment - extending lifespan	\$100,000
Streets	Concrete - Sidewalk	\$75,000	\$0	\$75,000	Defer	
Streets	Black Dirt Screening	\$12,500	\$0	\$12,500	Defer	
Streets	Crushing	\$50,000	\$50,000	\$0	Contract work completed	\$50,000
Streets	Popular & Court Streets	\$150,000	\$0	\$150,000	Defer	
Streets	Grand Ave/N Prospect/S Genesse	\$1,361,454	\$0	\$1,361,454	Contract Awarded	\$1,361,454
This is total project - including Water & Sewer						
Streets	Streetlighting - Grand Ave Major Project	\$70,000	\$0	\$70,000	TID No. 8	\$70,000
TID No. 5	MARC Dr. LED Streetlight	\$35,000	\$0	\$35,000	TID No. 5 Cash	
TID No. 7	Water/Sewer - Mill St. (FreMarq)	\$30,000	\$0	\$30,000	Need to verify need	
TID No. 3	MFG - Paving	\$150,000	\$0	\$150,000	by mid-Sept. 2020	TID No. 3 \$150,000
TID No. 3	Mill St. (E. Main St. - E. 1st St.)	\$60,000	\$0	\$60,000	Defer	
TID No. 11	W. St. Paul St. (Curb, gutter, & paving)	\$150,000	\$0	\$150,000	Defer	
Total		\$3,253,694	\$136,826	\$3,116,868		\$2,440,694

\$582,500	Proposed Defer
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City of Merrill - Borrowed Proceeds (As of 12/31/2019)
Fund 52 & TID No. 12

Finance Direction Note: Series 2019 was Tax-Exempt borrowing. Funds must be expended for intended purposes within specified timeframes. Otherwise, City may owe penalties to the Internal Revenue Service (IRS).

	Borrowed	2019 Expended	12/31/2019 Balance	2020 Expended	4/15/2020 Balance	
Series 2019A TID No. 12 - Logan Ave./E. 6th St. Project deferred into 2020 - weather	\$125,000.00	\$10,000.00	\$115,000.00	\$0.00	\$115,000.00	Funding-this project
Series 2019A Parks - Athletic Park Parking Lot Project deferred into 2020 - weather	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00	Funding-this project
Series 2019A Library - HVAC Improvements	\$160,000.00	\$158,610.60	\$1,389.40	\$336.00	\$1,053.40	- Library Bldg Only
Series 2018A City Hall - Improvements STF 2019	\$260,000.00	\$255,166.10	\$4,833.90	\$4,833.90	\$0.00	
Series 2018A Fire - Parking Lot Series 2019A Paving deferred - weather	\$73,236.37	\$53,968.12	\$19,268.25	\$0.00	\$19,268.25	Funding-this project
Series 2018A Street Garage Rehab Series 2019A	\$235,000.00	\$84,495.40	\$150,504.60	\$124,261.86	\$26,242.74	Pending Final Work - Streets Bldg Only
Series 2018A City Facility Fiber Project STF 2019	\$467,001.00	\$381,744.70	\$85,256.30	\$1,142.50	\$84,113.80	Pending Final Work
Total	\$1,370,237.37	\$943,984.92	\$426,252.45	\$130,574.26	\$295,678.19	

FACT SHEET

Coronavirus (COVID-19) Pandemic: Eligible Emergency Protective Measures

Consistent with the President's national emergency declaration for the coronavirus (COVID-19) pandemic on March 13, 2020, FEMA urges officials to, without delay, take appropriate actions that are necessary to protect public health and safety pursuant to public health guidance and conditions and capabilities in their jurisdictions. FEMA provides the following guidance on the types of emergency protective measures that may be eligible under FEMA's Public Assistance Program in accordance with the COVID-19 Emergency Declaration in order to ensure that resource constraints do not inhibit efforts to respond to this unprecedented disaster.

FEMA Public Assistance Program

In accordance with section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"), eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of public health officials may be reimbursed under Category B of FEMA's Public Assistance program. *FEMA will not duplicate assistance provided by the [U.S. Department of Health and Human Services](#) (HHS), to include the [Centers for Disease Control and Prevention](#) (CDC), or other federal agencies.*

State, territorial, tribal, and local government entities and certain private non-profit organizations are eligible to apply for [Public Assistance](#). FEMA assistance will be provided at a 75 percent federal cost share. This assistance will require execution of a FEMA-State/Tribal/Territory Agreement, as appropriate, and execution of an applicable emergency plan. Local governments and other eligible PA applicants will apply through their respective state, tribal or territorial jurisdictions.

Eligible Assistance

Under the COVID-19 Emergency Declaration described above, FEMA may provide assistance for emergency protective measures including, but not limited to, the following, if not funded by the HHS/CDC or other federal agency. *While some activities listed may be eligible for funding through HHS/CDC, final reimbursement determinations will be coordinated by HHS and FEMA. FEMA will not duplicate any assistance provided by HHS/CDC:*

- Management, control and reduction of immediate threats to public health and safety:
 - Emergency Operation Center costs



FEMA

- Training specific to the declared event
- Disinfection of eligible public facilities
- Technical assistance to state, tribal, territorial or local governments on emergency management and control of immediate threats to public health and safety
- Emergency medical care:
 - Non-deferrable medical treatment of infected persons in a shelter or temporary medical facility
 - Related medical facility services and supplies
 - Temporary medical facilities and/or enhanced medical/hospital capacity (for treatment when existing facilities are reasonably forecasted to become overloaded in the near term and cannot accommodate the patient load or to quarantine potentially infected persons)
 - Use of specialized medical equipment
 - Medical waste disposal
 - Emergency medical transport
- Medical sheltering (e.g. when existing facilities are reasonably forecasted to become overloaded in the near future and cannot accommodate needs)
 - All sheltering must be conducted in accordance with standards and/or guidance approved by HHS/CDC and must be implemented in a manner that incorporates social distancing measures
 - Non-congregate medical sheltering is subject to prior approval by FEMA and is limited to that which is reasonable and necessary to address the public health needs of the event, is pursuant to the direction of appropriate public health officials and does not extend beyond the duration of the Public Health Emergency
- Household pet sheltering and containment actions related to household pets in accordance with CDC guidelines
- Purchase and distribution of food, water, ice, medicine, and other consumable supplies, to include personal protective equipment and hazardous material suits
- Movement of supplies and persons
- Security and law enforcement
- Communications of general health and safety information to the public
- Search and rescue to locate and recover members of the population requiring assistance
- Reimbursement for state, tribe, territory and/or local government force account overtime costs

More Information

Further information about eligible emergency protective measures can be found in the [Public Assistance Program and Policy Guide](#), FP 104-009-2 (April 2018).

For more information, visit the following federal government websites:

- [Coronavirus \(COVID-19\) \(CDC\)](#)
- [Centers for Medicare & Medicaid Services](#)

Unertl, Kathy

From: Akey, Rod
Sent: Thursday, April 16, 2020 9:46 AM
To: Unertl, Kathy
Cc: Johnson, David; Hayden, Tom
Subject: RE: Public Works Contracts - Osness Request
Attachments: USP35251Y20 Executed Grant Agreement City of Merrill.pdf; MS4 Strand Contract.pdf; M2020-01 Jake's Contract.pdf

Kathy,

Please find attached the signed contracts.

We do not have in our contracts a cancelation clause. The contractor would end up suing us.

We are starting the Grand Ave project on Monday. - 4/20th

Roderick J. Akey, PE
 Public Works Director/City Engineer
 City of Merrill
 715-536-5594

-----Original Message-----

From: Unertl, Kathy
Sent: Thursday, April 16, 2020 7:48 AM
To: Akey, Rod; Wszalek, Nick; Brummond, Brad
Cc: Johnson, David; Hayden, Tom
Subject: Public Works Contracts - Osness Request
Importance: High

Rod, Nick, and Brad - Please see Alderperson Osness request below. Probably just want relevant pages instead of massive amounts of paper?

Could you please provide copies of the agreements for the following?:

MS-4 Including State Grant

City Hall/Library Roofs

Jake's Project

Transit Buses Including any relevant Grant Award paperwork

Thanks!

Kathy Unertl, Finance Director

-----Original Message-----

From: Osness, Steve

Sent: Thursday, April 16, 2020 7:21 AM

To: Unertl, Kathy; Hayden, Tom; Johnson, David; Hass, Steve; Sabatke, Steve; Rick, Mike; VanLieshout, John; Blake, Rick; Russell, Paul

Subject: Committee of the whole meeting

Before the committee of the whole meeting, could we get the following:

A list of all contracts that have already been signed with the date they were signed, including proof of them being signed and cancellation terms of each project before our next meeting.

I think this will help in some decision making.

Thank you

Steve

Sent from my iPad

Attachment: Contracts - MS-4-GRAND (4918 : Review input from alderpersons on financial response to COVID-19)

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
Post Office Box 7921 -- CF/2
Madison, Wisconsin 53707-7921

WISCONSIN URBAN NONPOINT SOURCE WATER POLLUTION ABATEMENT
& STORMWATER MANAGEMENT GRANT PROGRAM

-- PLANNING GRANT AGREEMENT --

Form 8700-327 (rev. DEC 2019)

Notice: By signing this agreement, the grantee indicates concurrence with the conditions of this agreement, authorized under ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155 and 216. This agreement must be signed and returned to the address above within 30 days so that funds will be reserved for this project. Failure to return a signed agreement will result in denial of grant funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

PART 1. GRANT ADMINISTRATION INFORMATION

Grant Number USP35251Y20	Grant Award Date January 1, 2020	
Grantee (Unit of Government) City of Merrill		Total Grant Amount \$68,855
Project Name Stormwater Quality Management Plan Update	Grant Period From January 1, 2020 Through December 31, 2021	
Authorized Government Official Roderick Akey, Public Works Director	Grantee Contact Roderick Akey, Public Works Director	
Government Official Address 1004 E First St	Contact's E-mail Address rod.akey@ci.merrill.wi.us	
City, ZIP Code, County Merrill, 54452, Lincoln County	Contact's Telephone Number (715) 536-5594 Fax No.	
Name of Department Regional Nonpoint Source Coordinator, Phone Number and Email Address Terry Kafka, (715) 498-0432, Terence.Kafka@wisconsin.gov		DNR Region West Central Region

PART 2. ELIGIBLE COST-SHARE BUDGET DATA

Note: Line items cannot be exceeded without approval in advance from the DNR.

Budget Line Item Description	State Cost-Share Amount	Cost-share Percentage
1. Urban Stormwater/Erosion Plan -- BMP U8	\$67,640.00	50%
2. Information and Education Program -- BMP U11	\$1,215.00	50%
Total Maximum Grant Amount	\$68,855.00	

PART 3. PURPOSE AND SCOPE

This grant provides cost-share funding and authorizes reimbursement by the DEPARTMENT for the above-named project as described in the grant application submitted for the grant period in Part 1 above. Reimbursements may be made for work performed and expenses incurred for the following eligible local assistance activities to address storm water management under chs. NR 151 and NR 216, Wis. Adm. Code, or Total Maximum Daily Load goals.

Storm water planning activities will be undertaken by the municipality and will result in the following products per the grant application: develop construction site erosion control program; develop post-construction storm water management program; develop stormwater quality management plan for meeting developed urban area performance standards; develop storm sewer system map; develop storm water pollution prevention plan; develop illicit discharge program; and develop public education and outreach plan.

PART 4. CONDITIONS

A. General Conditions:

A.1. The Wisconsin Department of Natural Resources (DEPARTMENT) and the GRANTEE identified in Part 1 above mutually agree to perform this agreement in accordance with the Urban Nonpoint Source Water Pollution Abatement and Storm Water Management Grant Program and ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155, and 216, Wis. Adm. Code, and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.

A.2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or covenants pertaining to this agreement are superseded. Any revisions to this agreement

Attachment: Contracts - MS-4-GRAND (4918 : Review input from alderpersons on financial response to COVID-19)

must be made by written amendment, signed by both parties, prior to the termination date of this agreement, whether for changes in scope, grant period, or cost. Requests to extend the grant period must be made 45 days or more before the end of the grant period in Part 1.

A.3. Failure by the GRANTEE to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement, at the DEPARTMENT's discretion.

A.4. Eligibility for cost-sharing reimbursement is governed by the provisions of ch. NR 155, Wis. Adm. Code. Cost-share rates and applicability may be further limited by departmental contract approval(s), which may restrict the cost-share amount due to the eligibility requirements of the statute and codes.

A.5. The amount listed in Part 2 above is the maximum amount the DEPARTMENT may reimburse under this agreement.

A.6. The GRANTEE:

1. Agrees to comply with all applicable Federal, Wisconsin, and local laws in fulfilling the terms of this agreement. In particular, GRANTEE agrees to comply with all applicable local and state contract and bidding requirements. GRANTEE should consult its legal counsel with questions concerning contracts and bidding. For assistance, GRANTEE may consult Procurement Guide for Local Governments Receiving DNR Grants.
2. Promises, in consideration of the promises made by the DEPARTMENT, to execute the project described in accordance with this agreement.
3. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
4. Agrees that its employees or agents are not employees or agents of the DEPARTMENT for any purpose, including Worker's Compensation.
5. Agrees, to save, keep harmless, defend and indemnify the DEPARTMENT and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of GRANTEE's employees, agents or representatives.
6. Agrees to reimburse the DEPARTMENT of any and all funds the DEPARTMENT deems appropriate in the event the GRANTEE fails to comply with the conditions of this agreement or project proposal as described or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the GRANTEE fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment.
7. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the GRANTEE further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The GRANTEE agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

8. Agrees that accounting for project funds shall conform to generally accepted accounting principles and practices, and that GRANTEE shall maintain a financial management system, separate from all other GRANTEE activities, for this agreement.
9. Agrees to comply with the cost containment and procurement procedures in the applicable administrative codes governing this agreement.
10. Agrees that all contracts or scope of service agreements related to this grant-funded project must obtain prior approval of the DEPARTMENT Regional Nonpoint Source Coordinator for this grant, with respect to reimbursement eligibility and conformity with standards and storm water permitting requirements.
11. Agrees to retain and make available to the DEPARTMENT for inspection all fiscal records, including invoices and canceled checks, that support all project costs claimed by the GRANTEE, for three years from the date of final payment by the DEPARTMENT or three years after the end of the Grant period, whichever is later, or for a longer period if required by the DEPARTMENT for audit purposes.
12. Agrees to complete and submit project progress reports to the DEPARTMENT Regional Nonpoint Source Coordinator identified in Part 1 of this agreement with each request for partial grant reimbursement.
13. Agrees, within 60 days of the grant expiration date, to complete and submit a Final Report Form (Form # 3400-189P), including copies of grant deliverables, and final request for grant reimbursement to the DEPARTMENT's Regional Nonpoint Source Coordinator for review and approval.
14. Agrees that reimbursements may only be made for work performed, and expenses incurred, during the grant period as specified in Part 1 above.
15. Agrees to comply with annual Single Audit requirement, at its own expense, if combined total state and federal grant awards received by the GRANTEE from all sources is \$750,000 or more during the calendar year. Annual Single Audit requirements are specified in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (referred to as Uniform Guidance) and the Wisconsin State Single Audit Guidelines found at: <http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines> issued by the Wisconsin Department of Administration (DOA), State Controller's Office.
16. Should consider following methods for controlling, transporting and disposing of aquatic invasive plants and animals and water in which they may be contained, as described in the DEPARTMENT's Manual Code 9183.1 *Boat, Gear, and Equipment Decontamination and Disinfection* and available on the DEPARTMENT's website at: <http://dnr.wi.gov/topic/invasives/disinfection.html>.

A.7. The DEPARTMENT:

1. Promises, in consideration of the covenants and agreements made by the GRANTEE, to obligate for the GRANTEE the amount identified in Part 2 above and to tender to the GRANTEE that portion of the obligation that is required to pay the DEPARTMENT's share of the costs based on the cost-share percentage listed in Part 2 above for eligible project work performed and expenses incurred during the grant period noted in Part 1 above.
2. Agrees that the GRANTEE shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The DEPARTMENT reserves the right only to ensure that the project is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the GRANTEE or the GRANTEE's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the GRANTEE's employees or agents.

3. Shall reimburse the grantee at a rate of one-half the cost-share rate stipulated in Part 2 above until completed product(s) is submitted to, and approved by, the DEPARTMENT and the DEPARTMENT has approved the project's Final Report.
4. Shall reimburse costs incurred for completed grant project deliverables at amounts not to exceed those itemized for each grant deliverable in the DEPARTMENT's professional service agreement approval letter(s).

B – Special Condition

Environmental and Natural Heritage Concerns. Research and findings must include at least preliminary determinations on the potential for environmental hazards, cultural, historical, endangered and threatened resources, along with the potential for wetland and Chapter 30 conflicts, within the areas of prospective structural practice installations.

FOR THE GRANTEE

By:



Authorized Government Official

Mayor

Title

1-3-2020

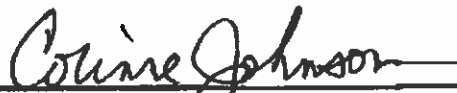
Date Signed

Derek Woellner

(Printed Name, If Different Than Authorized Government Official on P.1)

FOR THE STATE OF WISCONSIN

By:


for Ann Kipper, Deputy Administrator
External Services Division

12/20/2019

Date Signed

When returning the signed grant, you must also include evidence of your community's local share of the grant project costs- such as a copy showing its inclusion in the municipal budget, or other evidence that the community has, in fact, committed the necessary funding to complete the project.

PROJECT CONTACT PAGE

INSTRUCTIONS: In the spaces below, insert contact information for the person **most directly involved** with this particular project. The Department will contact the person named for all matters related to this project.

Grant No.	USP35251Y20	
Governmental Unit	City of Merrill	
Project Contact Name	Roderick Akey	
Project Contact Title	City of Merrill Public Works Director / City Engineer	
Project Contact Mailing Address	1004 E First Street, Merrill, WI 54452	
Project Contact Phone Number (direct):	(715) 536-5594	Extension:
Project Contact E-Mail Address:	rod.akey@ci.merrill.wi.us	

Address to which reimbursement checks should be sent if different than contact information above:

Name		
Title		
Mailing Address		
Phone Number (direct):	()	Extension:
E-Mail Address:		

If information provided on this page-- or any information in Part 1 of this grant agreement-- should change during the Grant Period, please provide that information to DNR Nonpoint Source Program Grant Manager and the DNR Regional Nonpoint Source Coordinator.

Please complete this Contact Page and transmit with the signed grant agreement using one of the return methods below (E-mail is preferred).

Via E-mail:	Via US Postal Service:
<u>DNRCFANONPOINTGRANTS@wisconsin.gov</u>	Nonpoint Source Program Grant Manager Bureau of Community Financial Assistance Wisconsin DNR P.O. Box 7921 Madison, WI 53707-7921

Thank you very much.

Staff of DNR Nonpoint Source Grant Program

Capital Plan

City of Merrill, Wisconsin

2020 thru 2024

Project # **TCAP-23-003**
 Project Name **Stormwater Detention - MS-4**

Type Improvement Department Capital - Infrastructure
 Useful Life 25+ years Contact City Administrator
 Category Storm Sewer/Drainage Priority 1 Critical

Description Total Project Cost: **\$487,710**

Design and construction of stormwater detention pond along Champagne Dr. and north of Thielman St. State of Wisconsin previously delayed required 2013 stormwater enforcement standard.

City of Merrill must update MS-4 Stormwater Permit (i.e. Urban Non-Point Source and Stormwater Plan). City has been awarded 50% State of Wisconsin Department of Natural Resources grant funding for 2020.

Justification

To meet initial MS-4 Stormwater requirements, two detention ponds were proposed and approved by the Wisconsin DNR. Estimated costs for future engineering and construction in 2023.

MS-4 Stormwater Permit must be updated in 2020. City awarded 50% State grant funding.

Prior	Expenditures	2020	2021	2022	2023	2024	Total
50,000	Planning/Design	137,710					137,710
	Construction/Maintenance				300,000		300,000
Total							
	Total	137,710			300,000		437,710

Prior	Funding Sources	2020	2021	2022	2023	2024	Total
60,000	Borrowing-20-Years (City Tax Levy)	68,855			300,000		368,855
	Grant - WI DNR	68,855					68,855
Total							
	Total	137,710			300,000		437,710

Budget Impact/Other

City purchased land North of Thielman Street in 2011 for proposed stormwater pond. City already owns Champagne Street area.

Attachment: Contracts - MS-4-GRAND (4918 : Review input from alderpersons on financial response to COVID-19)

City of Merrill, Wisconsin

Capital Plan

2020 thru 2029

PROJECTS & FUNDING SOURCES BY DEPARTMENT

Department	Project #	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
Capital - Infrastructure												
Street Lawn Trees	TCAP-13-002	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	100,000
Street Sealcoat	TCAP-14-005	52,385	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	502,385
Sidewalk-Concrete Maintenance	TCAP-15-001	80,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	990,000
Black Dirt Screening	TCAP-18-009	25,000		25,000		25,000		25,000	25,000	25,000	25,000	175,000
Crushing - Street Materials	TCAP-18-013	50,000		50,000		50,000			50,000			200,000
M-1 Streets Projects	TCAP-19-010	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	1,500,000
Street Resurfacing	TCAP-20-010	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
Bridges - Inspection/Decks	TCAP-22-010			200,000								200,000
Stormwater Detention - MS-4	TCAP-23-003	137,710			300,000							437,710
Capital - Infrastructure Total		615,095	410,000	685,000	710,000	485,000	410,000	435,000	485,000	435,000	435,000	5,105,095
Borrowing-20-Years (City Tax Levy)		496,240	385,000	635,000	685,000	435,000	385,000	385,000	435,000	385,000	335,000	4,561,240
Grant - WI DNR		68,855										68,855
Special Assessments		15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	150,000
Tax Levy		22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	225,000
Capital - Infrastructure Total		682,595	422,500	672,500	722,500	472,500	422,500	422,500	472,500	422,500	372,500	5,005,095
Grand Total		615,095	410,000	685,000	710,000	485,000	410,000	435,000	485,000	435,000	435,000	5,105,095

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**CITY OF MERRILL
PROPOSED BUDGET WORKSHEET
AS OF: OCTOBER 31ST, 2019**

10 -General Fund
Stormwater Plan/Const.

	2017 ACTUAL	2018 ACTUAL	(----- 2019 -----) CURRENT BUDGET	(----- 2019 -----) Y-T-D ACTUAL	(----- 2019 -----) PROJECTED YEAR END	(----- 2020 -----) REQUESTED BUDGET	(----- 2020 -----) BUDGET CHANGE	(----- 2020 -----) PROPOSED BUDGET
REVENUES								

Licenses and Permits								
43442-44400 Stormwater Permit Fees	0	0	750	0	750	750	0	
TOTAL Licenses and Permits	0	0	750	0	750	750	0	
TOTAL REVENUES	0	0	750	0	750	750	0	
EXPENDITURES								

Contractual Services								
53442-02-30000 DMR Stormwater Fee	1,209	1,209	1,250	1,209	1,209	1,250	0	
53442-02-35000 Stormwater-Plan/Engineer	0	0	1,750	4,500	4,500	1,750	0	
53442-02-35100 Ord. & Public Outreach	0	0	0	0	0	0	0	
53442-02-35150 Public Involvement	2,500	2,000	2,000	1,250	1,250	2,000	0	
53442-02-35200 Illicit Discharge Detect	0	0	0	0	0	0	0	
53442-02-35300 SLAMM Modeling	0	0	0	0	0	0	0	
53442-02-35500 Storm Sewer Map & GIS	0	0	1,500	0	0	1,500	0	
53442-02-37500 Retrofit Exist. Facilitie	0	0	0	0	0	0	0	
53442-02-45000 Stormwater Review >Acre	0	0	750	0	750	750	0	
TOTAL Contractual Services	3,709	3,209	7,250	6,959	7,709	7,250	0	
53442-02-35000Stormwater-Plan/Engineer								
PERMANENT NOTES: MS-4 permit needs to be renewed. See Capital request information including 50% State of Wisconsin grant funding.								
53442-02-35150Public Involvement								
PERMANENT NOTES: Stormwater Coalition with various Kausau-area communities and North Central WI Regional Planning Commission.								
TOTAL EXPENDITURES	3,709	3,209	7,250	6,959	7,709	7,250	0	
REVENUE OVER/(UNDER) EXPENDITURES	(3,709)	(3,209)	(6,500)	(6,959)	(6,959)	(6,500)	0	



Strand Associates, Inc.*
 910 West Wingra Drive
 Madison, WI 53715
 (P) 608-251-4843

Task Order No. 20-01
City of Merrill, Wisconsin (OWNER)
and Strand Associates, Inc.* (ENGINEER)
Pursuant to Agreement for Technical Services dated May 10, 2018

Project Information

Project Name: Stormwater Quality Management Plan Update

Services Description: Prepare a stormwater plan update in accordance with OWNER's Municipal Separate Storm Sewer System (MS4) permit and the Wisconsin River total maximum daily load (TMDL) requirements. The project is partially funded by the Wisconsin Department of Natural Resources (WDNR) Urban Nonpoint Source and Stormwater Grant.

Scope of Services

ENGINEER will provide the following services to OWNER.

Administration and Meetings

1. Assist OWNER in submitting up to two quarterly grant progress reports and reimbursement requests. Prepare and submit the WDNR Final Report (Form 3400-189).
2. Participate in up to four meetings including one kickoff meeting, two progress meetings, and one presentation meeting.

Double-Ring Infiltrometer Testing

Provide field infiltration testing on existing grass swales at five locations throughout the city limits and communicate final results to WDNR.

Stormwater Quality Modeling, Alternatives Analysis, and Implementation Plan

1. Provide up to two eight-hour days of topographic survey and inventory of OWNER's existing stormwater best management practices (BMPs). Provide a geographic information systems (GIS) shapefile showing the locations of the surveyed BMPs.
2. Prepare and submit an updated map for OWNER in accordance with Wisconsin Pollutant Discharge Elimination System (WPDES) Permit No. WI-S050075-3 using OWNER-provided information.
3. Prepare and submit a tabular summary of stormwater modeling results to OWNER in accordance with WPDES Permit No. WI-S050075-3.
4. Update OWNER's stormwater quality modeling in accordance with the final version of the WDNR's October 20, 2014, *TMDL Guidance for MS4 Permits: Planning, Implementation, and Modeling Guidance*. Perform modeling in WinSLAMM for Total Suspended Solids (TSS) and Total Phosphorus (TP).
5. Prepare a Total Phosphorus Credit for Leaf Management Program Analysis.
 - a. Prepare the following for basins modeled in WinSLAMM with medium density residential without alleys land-use and less than an existing conditions 17 percent TP reduction.
 - (1) Prepare a GIS map showing the location and amount of the medium-density residential without alleys land-use in each basin.
 - (2) Analyze the tree canopy within the medium-density residential without alleys land-use areas to review areas that qualify for the TP reduction credit using an OWNER-provided tree inventory GIS shapefile. Provide a GIS figure showing

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City of Merrill
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- the results of the analysis and a table calculating the amount of the medium-density residential without alleys land-use that may qualify for the credit.
- (3) Prepare a tree GIS shapefile using a desktop analysis in areas with trees within 15 feet of the curb in areas without sidewalk where these trees are not included in the OWNER-provided tree inventory shapefile.
 - (4) Prepare spreadsheet-based calculations for a revised existing conditions TP reduction in each basin following the WDNR's guidance document. According to the guidance, credit may not be taken in addition to phosphorus reductions from other BMPs (street sweeping, wet ponds, infiltration, bioretention basins) in a given drainage area.
 - (5) Prepare a narrative documenting the TP reduction credit efforts.
- b. Document the OWNER-provided leaf collection program information required by the WDNR to qualify for the credit.
 - c. Update the citywide existing conditions pollutant loading spreadsheets and applicable report tables for TP incorporating the TP credit calculations.
 - d. Submit the analysis to WDNR and address WDNR review comments as appropriate.
6. Evaluate up to three alternatives to assist in meeting the TMDL requirements within the city limits consisting of a combination of the potential implementation methods listed below. Quantify excess potentially available TSS and TP credits. Prepare a figure, analysis, opinion of probable cost, and total 20-year present worth cost for each alternative. Present costs in terms of total cost and cost per pound of TSS and TP removed. Consider the following implementation methods:
 - a. Ordinance Review and Updates
 - b. Structural Management Practices (Wet Pond, Bioretention)
 - c. Operational Management Practices (soft-control)
 - d. Streambank Stabilization
 7. Prepare a written section in the updated stormwater plan discussing the mechanism for achieving TMDL compliance through water quality trading (with OWNER's wastewater treatment facility, other MS4, private point dischargers, and agricultural lands). Develop concept level 20-year present worth cost for water quality trading (with agricultural lands) to assist in meeting TMDL wasteload allocations.
 8. Develop a project implementation plan considering engineering requirements, water quality benefit, available funding sources, land availability, and proximity to wetlands. The implementation plan will include prioritization of improvements, potential schedule of improvements, budgeting plan, and identification of potential funding sources with OWNER's input. This plan will consist of a table within the stormwater quality management plan update for OWNER.

Stormwater Program Updates

1. Review and prepare potential updates to OWNER's programs for Public Education and Outreach and Public Involvement and Participation that are complementary to the North Central Wisconsin Stormwater Coalition efforts.
2. Review and prepare potential updates to OWNER's construction site erosion control programs in accordance with recent NR 151 revisions.
3. Review and prepare potential updates to OWNER's stormwater management programs in accordance with recent NR 151 revisions.
4. Review and prepare potential updates to OWNER's Illicit Discharge Detection and Elimination programs in accordance with WDNR's March 2012 guidance document.

Strand Associates, Inc.

City of Merrill
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Page 3
February 6, 2020

5. Review and prepare potential updates to OWNER's existing Stormwater Pollution Prevention programs. Prepare a Stormwater Pollution Prevention Plan at up to two OWNER facilities.
6. Include information on OWNER's deicing activities in the stormwater quality management plan update using OWNER-provided information.

Stormwater Quality Management Plan Update

Prepare a stormwater quality management plan update documenting the plan services and submit to OWNER in draft and final format. Provide one hard copy and one portable document format file of the draft and final stormwater quality management plan update.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order a lump sum of \$137,710. It is anticipated that the WDNR will reimburse OWNER for 50 percent (\$68,855) of the project cost through OWNER's WDNR Urban Nonpoint Source and Stormwater Grant for the project.

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of February 24, 2020. Services are scheduled for completion on August 31, 2021.

OWNER's Responsibilities

In addition to those listed in the associated Agreement for Technical Services, OWNER shall be responsible for the following items.

1. Provide a stormwater inlet sump inventory of visual observation and measurement of each stormwater inlet/catch basin on OWNER's property (if OWNER intends to seek stormwater quality credit for stormwater inlet sumps). This information will be used in the water quality model to provide OWNER full credit for the inlets that have sumps in them. OWNER shall provide a map of the locations of inlets with sumps.
2. Provide information relative to existing stormwater management programs including public education and outreach, public involvement and participation, illicit discharge detection and elimination, stormwater and erosion control ordinance administration, stormwater pollution prevention for municipal operations, deicing and snow removal, leaf and yard waste management, municipal garage and storage area management, and turf maintenance policies.
3. Assist ENGINEER in field survey/inventory of stormwater BMPs.
4. Provide list/location of new, redevelopment, and in-fill development projects with a notice of intent submitted on or after October 1, 2004, and a map showing the location of each. Provide a list and location of development projects prior to October 1, 2004, that have stormwater BMPs.
5. Provide list, location, design drawings (grading plans and details), and stormwater management reports for all known existing stormwater BMPs (including privately-owned, as appropriate) and practices for which stormwater quality credit is pursued, as available. Provide existing stormwater maintenance agreements for privately owned BMPs. For wet ponds, minimum necessary information includes stage/storage, outlet structure/pipes, and approximate depth of water in the pond today, as available.
6. Provide available existing soil borings at dry detention basins, infiltration basins, and other stormwater facilities.

Strand Associates, Inc.*

City of Merrill
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7. Provide the most recent version of the following maps in digital format:
 - a. Stormwater system map including locations of grass-lined ditches and outfalls
 - b. City boundary map
 - c. Existing land use map
 - d. Zoning map
 - e. Street map
 - f. Street sweeping map
 - g. Parcel map
 - h. Parks, recreational facilities, and open space map
 - i. Public Works Facilities map
 - j. Wetlands map
 - k. Floodplain map
 - l. Most recent aerial photography map
 - m. Most recent contour map
 - n. Stormwater-related CAD, GIS, and WinSLAMM files (i.e., watersheds, land use, WinSLAMM .dat files) from OWNER's 2010 stormwater plan, as available
 - o. Tree inventory shapefile that generally includes location, type, and size of trees within city terrace areas
8. Provide the following information related to OWNER's leaf collection program.
 - a. Electronic copy of OWNER's ordinance prohibiting residents from placement of leaves in the street.
 - b. Electronic copy of OWNER's policy stating that residents may place leaves on the terrace in bags or in piles for collection.
 - c. Electronic copy of OWNER's leaf collection protocol that documents the following:
 - (1) Leaf collection occurs up to four times throughout October and November.
 - (2) Collection method including pushing, vacuuming, or manually loading leaves into a fully enclosed vehicle such as a garbage truck or covered truck.
 - (3) No leaf piles are left in the street overnight.
 - (4) Residual leaf litter in the street must be collected within 24 hours of leaf collection using street cleaning machines such as a mechanical broom or vacuum-assisted street cleaner. A brush attachment on a skid steer is not an acceptable equivalent.
9. Provide OWNER's Pavement Surface Evaluation and Rating database for OWNER's streets.
10. Submit quarterly grant progress reports and reimbursement requests to the WDNR.
11. Provide water source for the double-ring infiltrometer tests.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.*

CITY OF MERRILL


Joseph M. Bunker
Corporate Secretary

Date


Roderick Akey, P.E.
Public Works Director/City Engineer

Date

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www.strand.com

SECTION 00505 - AGREEMENT

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the 11th day of March in the year 2020 by and between the City of Merrill (hereinafter called OWNER) and Jake's Excavating and Landscaping, LLC (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as:

CITY OF MERRILL
M2020-01, Utility Street Project, 2020

Article 2. ENGINEER.

The Project has been designed by The City of Merrill Engineering Department, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

- 3.1 The Work will commence on or after 10 days from the date listed on the Notice to Proceed and will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before according to the following schedule:

The newly constructed facilities shall be completed by the following dates:

The project will be completed by September 25th, 2020

- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions there of allowed in accordance with Article 12 of the General Conditions. They also

recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

See CONTRACTOR's Bid which is attached hereto as Exhibit A-1.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, once a month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.
- 5.1.1.1 Retainage
Section 66.29(9)(b), Wisconsin Statutes.
- Retained percentages.** As the work progresses under any contract involving \$1,000 or more for the construction, execution, repair, remodeling or improvement of any public work or building or for the furnishing of any supplies or materials, whether or not proposals for which are required to be advertised by law, the municipality, from time to time, shall grant to the CONTRACTOR an

estimate of the amount and proportionate value of the work done, which shall entitle the CONTRACTOR to receive the amount thereof, less the retainage, from the proper fund. On all such contracts, the retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the CONTRACTOR and no additional amounts may be retained unless the ARCHITECT or ENGINEER certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the CONTRACTOR. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, an amount retained may be paid to the CONTRACTOR. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgement of the municipality are valid reasons for noncompletion, the municipality may make additional payments; retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or in the alternative may pay out the entire amount retained and receive from the CONTRACTOR guarantees in the form of a bond or other collateral sufficient to ensure completion of the job. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by CONTRACTOR and delivered to the work or properly stored and suitable for incorporation in the work embraced in the contract.

5.1.1.2 Materials-On-Hand

Owner shall make progress payments for 100% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2 Upon Substantial Completion:

The conditions of Wisconsin Statutes, Section 66.29(9)(b), enumerated in paragraph 5.1.1 herein, apply.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. INTEREST.

All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 18% per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has studied carefully all reports which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.
- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which (a) pertain to the subsurface or physical conditions at or contiguous to the site, or (b) otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has reviewed and checked all information and data shown or Indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages 00505-1 through 00505-8, inclusive).
- 8.2 Exhibits to this Agreement.
- 8.3 Performance and other Bonds, in Sections 00825 and 00850.
- 8.4 Notice of Award.
- 8.5 General Conditions (pages 00705-1 through 00705-44, inclusive).
- 8.6 Supplementary Conditions (pages 00815-1 through 00815-22, inclusive).
- 8.7 Specifications bearing the title Project Manual for the City of Merrill Street Utility Project
- 8.8 Drawings; Title Page, Detail Sheet, Plan and Profiles Sheets, and Cross Sections Sheets.
- 8.9 Addenda number 1 inclusive.
- 8.10 Bid Pages
- 8.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages to , inclusive).
- 8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.
- 8.13 The documents listed in paragraphs 8.2 et. seq. above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

Article 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of his restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS.

None.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on March 17th, 2020.

OWNER:

CITY OF MERRILL

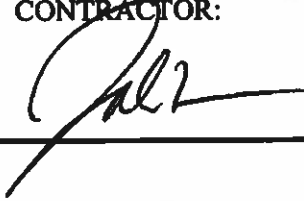
By: 

Type Name: Rod Akey

Address for giving notices:

City of Merrill
City Engineer
1004 E First Street
Merrill, Wisconsin 54452

CONTRACTOR:

By: 

Type Name: Jake Novascone

Address for giving notices:

Jake's Excavating
N10633 Lake Road
Ironwood, MI 49938

License No.: _____

Agent for service of process:

(If CONTRACTOR: is a corporation, attach
evidence of authority to sign.)

EXHIBIT A

M2020-01

00505-7

3/11/2020

**CONTRACTOR'S BID
SHALL BE ATTACHED**

M2020-01

00505-8

3/11/2020

Attachment: Contracts - MS-4-GRAND (4918 : Review input from alderpersons on financial response to COVID-19)

Jake's

CITY OF MERRILL						
M2020-01						
UTILITY RECONSTRUCTION						
BID TAB						
ITEM NO.	ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL ITEM AMOUNT	
1	6 inch DI Watermain	421	LF	43.00	18,313.00	
2	6 inch Valve with Box	3	Each	1250.00	3750.00	
3	6 inch 90 DEG Bend	2	Each	255.00	510.00	
4	6 inch 45 DEG Bend	2	Each	200.00	400.00	
5	6 inch 22 1/2 DEG Bend	2	Each	200.00	400.00	
6	6 inch DI Coupling	1	Each	250.00	250.00	
7	6 inch DI Tee	1	Each	325.00	325.00	
8	6 inch DI Plug/Cap	2	Each	125.00	250.00	
9	Hydrant	4	Each	3795.00	15,180.00	
10	Remove Existing Hydrant	4	Each	300.00	1200.00	
11	8 inch DI Watermain	1140	LF	51.50	58,710.00	
12	8 inch Valve with Box	4	Each	1800.00	7200.00	
13	8 inch DI Coupling	1	Each	225.00	225.00	
14	8 inch DI 45 DEG Bend	6	Each	275.00	1650.00	
15	8 inch DI Tee	1	Each	385.00	385.00	
16	8 inch DI Plug/Cap	2	Each	150.00	300.00	
17	8 x 6 inch DI Tee	1	Each	375.00	375.00	
18	12 inch DI Watermain	1595	LF	67.75	108,061.25	
19	12 inch Valve with Box	6	Each	2725.00	16,350.00	
20	12 inch To 6 inch DI Tee	4	Each	550.00	2200.00	
21	12 inch To 8 inch DI Tee	4	Each	620.00	2480.00	
22	12 inch DI 90 DEG Bend	2	Each	485.00	970.00	
23	12 inch DI Cross	1	Each	945.00	945.00	
24	12 inch DI Coupler	2	Each	400.00	800.00	
25	12 to 6 inch DI Coupler	2	Each	400.00	800.00	
26	12 inch DI Plug/Cap	2	Each	150.00	300.00	

27	Abandon Old Watermain/Laterals	1	LS	1000.00	1000.00
28	3/4 Inch Corporation	42	Each	150.00	6300.00
29	1 Inch Corporation	4	Each	170.00	680.00
30	1 1/2 Inch Corporation	1	Each	550.00	550.00
31	12 Inch To 4 Inch DI Tee	1	Each	595.00	595.00
32	3/4 Inch Curb Stop with Box	42	Each	225.00	9450.00
33	1 Inch Curb Stop with Box	4	Each	250.00	1000.00
34	1 1/2 Inch Curb Stop with Box	1	Each	450.00	450.00
35	4 DI Valve with Box	1	Each	1000.00	1000.00
36	3/4 Inch Water Service	1030	LF	27.50	28,325.00
37	1 Inch Water Service	135	LF	29.75	4016.25
38	1 1/2 Inch Water Service	40	LF	32.75	1310.00
39	4 DI Inch Water Service	25	LF	51.50	1287.50
40	3/4 Inch & 1 Inch Rehook	2	Each	375.00	750.00
41	16 Inch PVC Sanitary Main	80	LF	44.50	3560.00
42	12 Inch PVC Sanitary Main	1099	LF	41.25	45,333.75
43	12 Inch x 4 or 6 Inch WYE	19	Each	250.00	4750.00
44	10 Inch PVC Sanitary Main	805	LF	32.00	25,760.00
45	10 Inch x 4 or 6 Inch WYE	10	Each	200.00	2000.00
46	8 Inch PVC Sanitary Main	989	LF	29.20	28,878.00
47	8 Inch x 4 or 6 Inch WYE	24	Each	100.00	2400.00
48	4 Inch Sanitary Sewer Lateral	1040	LF	26.50	27,560.00
49	6 Inch Sanitary Sewer Lateral	350	LF	29.00	10,150.00
50	4 Foot Dia. Sanitary Manhole	11	Each	2125.00	23,375.00
51	Sanitary Manhole Frame and Cover	11	Each	525.00	5775.00
52	Insulation (4'x8'x2")	21	Each	40.00	840.00
53	Storm Sewer Manhole 4' Dia.	12	Each	1600.00	19,200.00
54	Storm Sewer MH Frame and Cover	12	Each	510.00	6120.00
55	Storm Sewer Catch Basin 2x3	12	Each	1000.00	12,000.00

56	Catch Basin Frame and Grate	12	Each	650.00	7800.00
57	12 Inch HDPE Storm Sewer	937	LF	24.00	22,968.00
58	18 Inch HDPE Storm Sewer	840	LF	29.75	24,990.00
59	Remove Existing Manhole	27	Each	275.00	7425.00
60	Remove Existing Catch Basins	19	Each	125.00	2375.00
61	Asphalt Binder 25mm	2600	Ton	73.00	189,800.00
62	Asphalt Binder 19mm	230	Ton	80.00	18,400.00
63	Asphalt Surface 12.5mm	1530	Ton	78.75	122,017.50
64	Crushed Agg Base 1 1/4" Dense	9778	Ton	12.25	119,780.50
65	Adjust Existing Manhole Frame	12	Each	375.00	4500.00
66	Adjust Existing Valve Boxes	6	Each	100.00	600.00
67	Adjust Existing Catch Basins	5	Each	225.00	1125.00
68	4 Inch Sidewalk	15495	SF	4.08	63,219.60
69	6 Inch Sidewalk & Driveway	8375	SF	5.05	42,293.75
70	Pavement Removal	18183	SY	3.00	54,549.00
71	Concrete Removal Sidewalks and Aprons	23870	SF	.49	11,696.30
72	Curb and Gutter Removal	6832	LF	3.66	24,936.80
73	30 Inch Curb and Gutter	6832	LF	11.30	77,201.60
74	Detectable Warning Field(yellow)	240	SF	41.00	9840.00
75	Saw Cutting Pavement/Concrete	3140	LF	2.75	8635.00
76	Common Excavation	1700	CY	5.75	9775.00
77	Topsoil, Fertilize, Seed and Mulch	2300	SY	4.00	9200.00
78	Inlet Erosion Protection, Type C	22	Each	40.00	880.00
79	Traffic Control	1	LS	7800.00	7800.00
80	Silt Fence	200	LF	2.00	400.00
Total=					\$1,361,494.10

Unertl, Kathy

From: Wszalek, Nick
Sent: Thursday, April 16, 2020 2:42 PM
To: Unertl, Kathy
Subject: signed roofing contract 5
Attachments: 1 CITY HALL DL WESTSIDE R.doc; 2 CITY HALL DL EASTSIDE R.doc; 3 TB SCOTT LIBRARY DL WESTSIDE R.doc; 4 TB SCOTT LIBRARY DL EASTSIDE R.doc; 5 TB SCOTT LIBRARY DL LOWER R.doc; 2020 roof projects signed proposal.pdf

Here's what I've got for the roof projects.

Hope all is well,

Nick Wszalek
City of Merrill
Facilities Maintenance Manager
(715)-722-1127

Attachment: Contracts - Roofing (4918 : Review input from alderpersons on financial response to COVID-19)



PO BOX 165
MERRILL, WI 54452
(715) 539-0943
FAX 715-873-3447
WWW.KIMMONSROOFING.COM

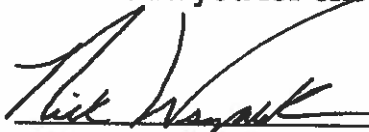
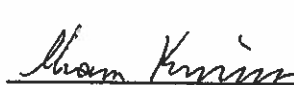
Date: February 16, 2020

SUMMARY FOR: TB SCOTT LIBRARY & CITY HALL ROOFS

SUMMARY OF PROPOSALS:

	<u>50 MIL</u>
ROOF 1:	\$34890.00
ROOF 2:	\$39996.00
ROOF 3:	\$24608.00
ROOF 4:	\$24997.00
ROOF 5:	\$11959.00
TOTAL:	<u>\$136,450.00</u>

Thank you for choosing Kimmons Roofing LLC for your roofing project.

	<u>3/17/20</u>		<u>2/16/20</u>
Building Rep	Date	Shaun Kimmons	Date

VISIT US AT "WWW.KIMMONSROOFING.COM"



DURO-LAST® ROOFING, INC.



PO BOX 165
MERRILL, WI 54452
(715) 539-0943
FAX 715-873-3447
WWW.KIMMONSROOFING.COM

Date: January 29, 2020

PROPOSAL FOR: CITY HALL ROOF (WESTSIDE) ROOF 1
1004 EAST FIRST STREET
MERRILL, WI 54452

PRICE INCLUDES BUT IS NOT EXCLUSIVE TO:

- REMOVE UNUSED ROOF PENETRATIONS.
- DURO-LAST WILL ALL BE MECHANICALLY ATTACHED.
- INSTALL WOOD NAILORS AROUND ALL ROOF EDGES.
- INSTALL DURO-LAST ½ FANFOLD INSULATION.
- INSTALL DURO-LAST FLAT ROOF SYSTEM.
- INSTALL DURO-LAST PARAPET WALLS UP AND OVER ROOF EDGE.
- INSTALL DURO-LAST 2-WAY ROOF VENTS.
- INSTALL ALL NEW DURO-LAST FACTORY MADE ROOF CURB FLASHING.
- INSTALL DURO-LAST ROOF DRAINS AND NEW DOME COVERS.
- INSTALL DURO-LAST 24 GAUGE 2 PIECE COMPRESSION METAL EDGE ON NONWATER RUNOFF EDGES.
- INSTALL DURO-LAST VINYL COATED ROOF EDGEING ON WATER RUNOFF EDGES.
- PROVIDE A 15 YEAR EDGE TO EDGE NONPRORATED MATERIAL AND LABOR WARRANTY.
- PERFORM ALL WORK IN A NEAT WORKMANLIKE MANNER AND REMOVE ALL ROOF DEBRIS FROM PREMISES.

TOTAL PROPOSAL FOR DURO-LAST 50 MIL ROOF SYSTEM: \$34890.00

PAYMENT SCHEDULE: \$500.00 DOWN NON-REFUNDABLE, ½ OF REMAINING BALANCE DUE AT BEGINNING AND REMAINING PORTION DUE AT COMPLETION. ALL DETAILS OF THIS WORK ORDER HAVE BEEN EXPLAINED TO CLIENT AND ACCEPTED BY SIGNATURE BELOW. ANY CHANGES FROM THE ABOVE PROPOSAL INVOLVING EXTRA COSTS WILL BE BY WRITTEN AGREEMENT ONLY. WORK TO BE COMPLETED AS SPECIFIED IN ABOVE PROPOSAL.

PROPOSAL WILL BE VOIDED AFTER 30 DAYS.



VISIT US AT "KIMMONSROOFING.COM"

Attachment: Contracts - Roofing (4918 : Review input from alderpersons on financial response to COVID-19)



PO BOX 165
MERRILL, WI 54452
(715) 539-0943
FAX 715-873-3447
WWW.KIMMONSROOFING.COM

Date: January 29, 2020

PROPOSAL FOR: TB SCOTT LIBRARY (EASTSIDE) ROOF 4
106 W 1ST
MERRILL, WI 54452

PRICE INCLUDES BUT IS NOT EXCLUSIVE TO:

- REMOVE AND DISPOSE OF ROCK BALLAST.
- DURO-LAST WILL ALL BE MECHANICALLY ATTACHED.
- INSTALL WOOD NAILORS AROUND ALL ROOF EDGES.
- INSTALL DURO-LAST ½ FANFOLD INSULATION.
- INSTALL DURO-LAST FLAT ROOF SYSTEM.
- INSTALL DURO-LAST PARAPET WALLS UP AND OVER ROOF EDGE.
- INSTALL DURO-LAST 2-WAY ROOF VENTS.
- INSTALL ALL NEW DURO-LAST FACTORY MADE ROOF CURB FLASHING.
- INSTALL DURO-LAST ROOF DRAINS AND NEW DOME COVERS.
- INSTALL DURO-LAST 24 GAUGE 2 PIECE COMPRESSION METAL EDGE ON NONWATER RUNOFF EDGES.
- INSTALL DURO-LAST VINYL COATED ROOF EDGEING ON WATER RUNOFF EDGES.
- PROVIDE A 15 YEAR EDGE TO EDGE NONPRORATED MATERIAL AND LABOR WARRANTY.
- PERFORM ALL WORK IN A NEAT WORKMANLIKE MANNER AND REMOVE ALL ROOF DEBRIS FROM PREMISES.

TOTAL PROPOSAL FOR DURO-LAST 50 MIL ROOF SYSTEM: \$24997.00

PAYMENT SCHEDULE: \$500.00 DOWN NON-REFUNDABLE, ¼ OF REMAINING BALANCE DUE AT BEGINNING AND REMAINING PORTION DUE AT COMPLETION. ALL DETAILS OF THIS WORK ORDER HAVE BEEN EXPLAINED TO CLIENT AND ACCEPTED BY SIGNATURE BELOW. ANY CHANGES FROM THE ABOVE PROPOSAL INVOLVING EXTRA COSTS WILL BE BY WRITTEN AGREEMENT ONLY. WORK TO BE COMPLETED AS SPECIFIED IN ABOVE PROPOSAL.

PROPOSAL WILL BE VOIDED AFTER 30 DAYS.



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Attachment: Contracts - Roofing (4918 : Review input from alderpersons on financial response to COVID-19)



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MERRILL, WI 54452
(715) 539-0943
FAX 715-873-3447
WWW.KIMMONSROOFING.COM

Date: January 29, 2020

PROPOSAL FOR: TB SCOTT LIBRARY (WESTSIDE) ROOF 3
106 W 1ST
MERRILL, WI 54452

PRICE INCLUDES BUT IS NOT EXCLUSIVE TO:

- REMOVE AND DISPOSE OF ROCK BALLAST.
- DURO-LAST WILL ALL BE MECHANICALLY ATTACHED.
- INSTALL WOOD NAILORS AROUND ALL ROOF EDGES.
- INSTALL DURO-LAST ½ FANFOLD INSULATION.
- INSTALL DURO-LAST FLAT ROOF SYSTEM.
- INSTALL DURO-LAST PARAPET WALLS UP AND OVER ROOF EDGE.
- INSTALL DURO-LAST 2-WAY ROOF VENTS.
- INSTALL ALL NEW DURO-LAST FACTORY MADE ROOF CURB FLASHING.
- INSTALL DURO-LAST ROOF DRAINS AND NEW DOME COVERS.
- INSTALL DURO-LAST 24 GAUGE 2 PIECE COMPRESSION METAL EDGE ON NONWATER RUNOFF EDGES.
- INSTALL DURO-LAST VINYL COATED ROOF EDGEING ON WATER RUNOFF EDGES.
- PROVIDE A 15 YEAR EDGE TO EDGE NONPRORATED MATERIAL AND LABOR WARRANTY.
- PERFORM ALL WORK IN A NEAT WORKMANLIKE MANNER AND REMOVE ALL ROOF DEBRIS FROM PREMISES.

TOTAL PROPOSAL FOR DURO-LAST 50 MIL ROOF SYSTEM: \$24608.00

PAYMENT SCHEDULE: \$500.00 DOWN NON-REFUNDABLE, ¼ OF REMAINING BALANCE DUE AT BEGINNING AND REMAINING PORTION DUE AT COMPLETION. ALL DETAILS OF THIS WORK ORDER HAVE BEEN EXPLAINED TO CLIENT AND ACCEPTED BY SIGNATURE BELOW. ANY CHANGES FROM THE ABOVE PROPOSAL INVOLVING EXTRA COSTS WILL BE BY WRITTEN AGREEMENT ONLY. WORK TO BE COMPLETED AS SPECIFIED IN ABOVE PROPOSAL.

PROPOSAL WILL BE VOIDED AFTER 30 DAYS.



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Attachment: Contracts - Roofing (4918 : Review input from alderpersons on financial response to COVID-19)



PO BOX 165
MERRILL, WI 54452
(715) 539-0943
FAX 715-873-3447
WWW.KIMMONSROOFING.COM

Date: January 29, 2020

PROPOSAL FOR: CITY HALL ROOF (EASTSIDE) ROOF 2
1004 EAST FIRST STREET
MERRILL, WI 54452

PRICE INCLUDES BUT IS NOT EXCLUSIVE TO:

- REMOVE UNUSED ROOF PENETRATIONS AND ROOFING MEMBRANE AND 1" OF WET INSULATION.
- DURO-LAST WILL ALL BE MECHANICALLY ATTACHED.
- INSTALL WOOD NAILORS AROUND ALL ROOF EDGES.
- INSTALL DURO-LAST 1" INSULATION.
- INSTALL DURO-LAST FLAT ROOF SYSTEM.
- INSTALL DURO-LAST PARAPET WALLS UP AND OVER ROOF EDGE.
- INSTALL DURO-LAST 2-WAY ROOF VENTS.
- INSTALL ALL NEW DURO-LAST FACTORY MADE ROOF CURB FLASHING.
- INSTALL DURO-LAST ROOF DRAINS AND NEW DOME COVERS.
- INSTALL 2 NEW DOUBLE DOMED SKYLIGHTS.
- INSTALL DURO-LAST 24 GAUGE 2 PIECE COMPRESSION METAL EDGE ON NONWATER RUNOFF EDGES.
- INSTALL DURO-LAST VINYL COATED ROOF EDGEING ON WATER RUNOFF EDGES.
- PROVIDE A 15 YEAR EDGE TO EDGE NONPRORATED MATERIAL AND LABOR WARRANTY.
- PERFORM ALL WORK IN A NEAT WORKMANLIKE MANNER AND REMOVE ALL ROOF DEBRIS FROM PREMISES.

TOTAL PROPOSAL FOR DURO-LAST 50 MIL ROOF SYSTEM: \$39996.00

PAYMENT SCHEDULE: \$500.00 DOWN NON-REFUNDABLE, ¼ OF REMAINING BALANCE DUE AT BEGINNING AND REMAINING PORTION DUE AT COMPLETION. ALL DETAILS OF THIS WORK ORDER HAVE BEEN EXPLAINED TO CLIENT AND ACCEPTED BY SIGNATURE BELOW. ANY CHANGES FROM THE ABOVE PROPOSAL INVOLVING EXTRA COSTS WILL BE BY WRITTEN AGREEMENT ONLY. WORK TO BE COMPLETED AS SPECIFIED IN ABOVE PROPOSAL.

PROPOSAL WILL BE VOIDED AFTER 30 DAYS.



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Attachment: Contracts - Roofing (4918 : Review input from alderpersons on financial response to COVID-19)



PO BOX 165
MERRILL, WI 54452
(715) 539-0943
FAX 715-873-3447
WWW.KIMMONSROOFING.COM

Date: January 29, 2020

PROPOSAL FOR: TB SCOTT LIBRARY (LOWER) ROOF 5
106 W 1ST
MERRILL, WI 54452

PRICE INCLUDES BUT IS NOT EXCLUSIVE TO:

- REMOVE AND DISPOSE OF ROCK BALLAST.
- DURO-LAST WILL ALL BE MECHANICALLY ATTACHED.
- INSTALL WOOD NAILORS AROUND ALL ROOF EDGES.
- INSTALL DURO-LAST ½ FANFOLD INSULATION.
- INSTALL DURO-LAST FLAT ROOF SYSTEM.
- INSTALL DURO-LAST PARAPET WALLS UP AND OVER ROOF EDGE.
- INSTALL DURO-LAST 2-WAY ROOF VENTS.
- INSTALL ALL NEW DURO-LAST FACTORY MADE ROOF CURB FLASHING.
- INSTALL DURO-LAST ROOF DRAINS AND NEW DOME COVERS.
- INSTALL DURO-LAST 24 GAUGE 2 PIECE COMPRESSION METAL EDGE ON NONWATER RUNOFF EDGES.
- INSTALL DURO-LAST VINYL COATED ROOF EDGEING ON WATER RUNOFF EDGES.
- PROVIDE A 15 YEAR EDGE TO EDGE NONPRORATED MATERIAL AND LABOR WARRANTY.
- PERFORM ALL WORK IN A NEAT WORKMANLIKE MANNER AND REMOVE ALL ROOF DEBRIS FROM PREMISES.

TOTAL PROPOSAL FOR DURO-LAST 50 MIL ROOF SYSTEM: \$11959.00

PAYMENT SCHEDULE: \$500.00 DOWN NON-REFUNDABLE, ½ OF REMAINING BALANCE DUE AT BEGINNING AND REMAINING PORTION DUE AT COMPLETION. ALL DETAILS OF THIS WORK ORDER HAVE BEEN EXPLAINED TO CLIENT AND ACCEPTED BY SIGNATURE BELOW. ANY CHANGES FROM THE ABOVE PROPOSAL INVOLVING EXTRA COSTS WILL BE BY WRITTEN AGREEMENT ONLY. WORK TO BE COMPLETED AS SPECIFIED IN ABOVE PROPOSAL.

PROPOSAL WILL BE VOIDED AFTER 30 DAYS.



VISIT US AT "KIMMONSROOFING.COM"

Attachment: Contracts - Roofing (4918 : Review input from alderpersons on financial response to COVID-19)

City of Merrill

Merrill Transit
1004 E 1st St
Merrill, WI 54452

Phone: 715-536-7112
Fax: 715-539-2668
E-mail:

**Purchase Order****Bill To:**

City of Merrill Transit
1004 E 1st St
Merrill, WI 54452

Ship To:

City of Merrill Transit
309 E 1st St
Merrill, WI 54452

PO: 32020BUS
8/23/2019
Gillig

Req By	Ship When	Ship Via	FOB	Buyer	Terms	Tax ID
8/21/2019	Ready					39-6005531

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
3			30'X102" Low Floor Bus				443,425.00
			Per quote 8/16/2019				
			Final changes to be determined in pre build meeting				
Subtotal							
Tax							
Shipping							
Miscellaneous							
Balance Due							1,330,275.00

Purchaser Signature

Vendor Signature

Attachment: Contracts - Transit Buses (4918 : Review input from alderpersons on financial response to COVID-19)



August 16, 2019

Mr. Brad Brummond
Transit Administrator
Merrill Go Round
1004 First Street
Merrill, WI 54452

Dear Mr. Brummond,

Thank you for your interest to purchase three (3) 30' Low Floor buses using options off the Wisconsin DOT contract for the Merrill-Go-Round.

Attached you will find the price summary that would pertain to this order.
Gillig is pleased to quote the following:

<u>THREE (3)</u>	<u>30'X102</u>	<u>LOW FLOOR BUSES</u>	<u>\$443,425.00 EACH</u>
-------------------------	-----------------------	-------------------------------	---------------------------------

Your 3 – 30 foot buses are currently scheduled to be delivered within 18 months after our receipt of a firm purchase order.

This quote is valid for thirty (30) days.

We thank you for this opportunity and appreciate your interest in Gillig and our products.
Should you have any questions, please do not hesitate to contact me.

Sincerely,

Chad J. Engel
Regional Sales Manager

cc: Bill Fay
Joseph Policarpio

CONFIDENTIAL

PRICE VARIANCE
8/15/2019
MERRILL, WI OFF STATE OF WISCONSIN (WISDOT) CONTRACT
(3) 29' LOW FLOOR BUSES, SN: TBD

ITEM	STATE OF WISCONSIN	MERRILL, WI	VARIANCE
BRT STYLING PACKAGE	NOT INCLUDED	FRONT CAP ONLY	9,790.00
ENGINE	CUMMINS L9, 280 HP	CUMMINS L9, 280 HP	-
AUXILIARY ENGINE OIL FILTER	NOT INCLUDED	NOT REQUIRED	-
COOLANT FILTER (FOR NON-HYBRIDS)	STD FLEETGUARD	STD FLEETGUARD	-
ENGINE FUEL FILTER (NON-CNG)	STD FLEETGUARD	STD FLEETGUARD	-
STARTER	DELCO 42MT	DELCO 42MT	-
AIR RESTRICTION INDICATOR	DONALDSON INFORMER RBX00-2277	DONALDSON INFORMER RBX00-2277	-
ENGINE BLOCK HEATER	NOT INCLUDED	NOT REQUIRED	-
RADIATOR	MODINE E-FAN (ELECTRIC)	MODINE E-FAN (ELECTRIC)	-
E-COAT RAD/CAC	INCLUDED	REQUIRED	-
RADIATOR TANK GUARD	NOT INCLUDED	NOT REQUIRED	-
ALTERNATOR	DELCO 50DN+ (450 AMP)	NIEHOFF C803 (500 AMP)	434.00
ENGINE OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	44.00
TRANSMISSION	VOITH D864.6	ALLISION B400R	4,089.00
FUELSense SOFTWARE 2.0 MAX	NOT INCLUDED	REQUIRED	560.00
TRANS OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
BRAKES	DRUM, W/S-CAM	DRUM, W/S-CAM	-
AXLE HUB SEALS	C/R OIL SEALS	C/R OIL SEALS	-
WHEEL MOUNTING	HUB PILOTED	HUB PILOTED	-
HUBODOMETER	NOT INCLUDED	NOT REQUIRED	-
AUTO TRACTION CONTROL	INCLUDED	REQUIRED	-
WHEELS	(6) STEEL WHEELS W/ WHITE POWDER COATING	(7) STEEL WHEELS W/WHITE POWDER COATING	113.00
TIRES	(6) GILLIG FURNISHED GOOD YEAR (315/80R22.5)	(7) GILLIG FURNISHED GOODYEAR (275/70R22.5)	725.00
ELECTRIC STEERING ASSIST	NOT INCLUDED	NOT REQUIRED	-
FUEL FILL	(1) GRAVITY FILL	(1) GRAVITY FILL	-
SPLIT FUEL TANK	NOT INCLUDED	REQUIRED	1,350.00
FUEL GAUGE	NOT INCLUDED	FUEL GAUGE	171.00
REAR RUN BOX OIL & TEMP GAUGES	ELECTRICAL	ELECTRICAL	-
REAR HAND THROTTLE	NOT INCLUDED	NOT REQUIRED	-
SWAT SWITCH IN REAR RUN BOX	NOT INCLUDED	NOT INCLUDED	-
ELECTRICAL TOW CONNECTION	NOT INCLUDED	REQUIRED	235.00
PAINTED JACKING POINTS	YELLOW	NOT REQUIRED	(50.00)
BATTERIES	(2) DEKA 8D	(2) DEKA 8D	-
BATTERY HOLD DOWNS	FIBERGLASS	NOT REQUIRED	(37.00)
FRONT BATTERY JUMP START CONN	NOT INCLUDED	NOT REQUIRED	-
REAR BATTERY JUMP START CONN	ANDERSON 350	NOT REQUIRED	(85.00)
ENGINE SKID PROTECTION	NOT INCLUDED	NOT REQUIRED	-
A-POST SKID PLATES	NOT INCLUDED	NOT REQUIRED	-
WHEELCHAIR RAMP	LIFT-U, LU-18	LIFT-U, LU-18	-
HVAC MOTORS (TK - T14)	BRUSHLESS	OHIO PM	(2,085.00)
HVAC COMPRESSOR (TK)	X430	X426	-
REFRIGERANT	R134A	R134A	-
REFRIGERANT PRESSURE DISPLAY	INCLUDED	NOT REQUIRED	(285.00)
FRESH AIR MAKE-UP	NOT INCLUDED	REQUIRED	383.00
DRIVERS HEATER MOTORS	MCC BRUSHLESS	MCC BRUSHLESS	-
AUXILIARY COOLANT HEATER	PROHEAT X45 PLUS, W/ENGINE PREHEAT OPTION	NOT REQUIRED	(2,500.00)
FRONT STEP HEATER /THRESHOLD	NOT INCLUDED	REQUIRED	334.00
UNDERSEAT HEATER-STREET SIDE	NOT INCLUDED	NOT INCLUDED	-
DASH MOUNTED DRIVER'S FAN	NOT INCLUDED	(1) REQUIRED	89.00
REAR DOOR	34" SWING OPEN	NOT REQUIRED	(1,300.00)
REAR DOOR CONTROLS	FULL DRIVER CONTROL	NOT REQUIRED	-
EXTERIOR FRONT DOOR VALVE	NOT INCLUDED	NOT REQUIRED	-
ELECTRICAL EQUIPMENT CABINET	44" TALL	44" TALL	-

Attachment: Contracts - Transit Buses (4918 : Review input from alderpersons on financial response to COVID-19)

CONFIDENTIAL

PRICE VARIANCE
8/15/2019
MERRILL, WI OFF STATE OF WISCONSIN (WISDOT) CONTRACT
(3) 29' LOW FLOOR BUSES, SN: TBD

ITEM	STATE OF WISCONSIN	MERRILL, WI	VARIANCE
EXTERIOR AD FRAMES - STREETSIDE	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR AD FRAMES - CURBSIDE	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR AD FRAMES - REAR	NOT INCLUDED	NOT REQUIRED	-
INTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
SCHEDULE RACKS	NOT INCLUDED	(3) 8.62"W x 11"H x 1"D & (3) 3.75"W x 7"H x 1.5"D	150.00
PASSENGER SEATS	4ONE CITISEATS, W/V-PRO W/C RESTRAINTS	4ONE CITISEATS, W/PADDED INSERTS W/V-PRO W/C RESTRAINTS	154.00
UPPER DECK RAISED REAR SEAT RISERS (FOR FORWARD FACING SEATS)	NOT INCLUDED	REQUIRED	1,420.00
DRIVERS SEAT	RECARO ERGO METRO, W/ HEADREST, LAP BELT & SEAT BELT ALARM	RECARO ERGO METRO, W/ HEADREST, LAP BELT & SEAT BELT ALARM	-
DRIVER'S SEAT SILICON CUSHION	NOT INCLUDED	REQUIRED	567.00
DRIVER'S SEAT RH ARM REST	NOT INCLUDED	NOT REQUIRED	-
VERTICAL STANCHIONS	SSTL	SSTL	-
VERTICAL STANCHIONS MOUNTED AT FRONT WHEEL WELLS	INCLUDED	REQUIRED	-
PASSENGER SIGNALS	PULL CORD	PULL CORD	-
REAR DOOR STOP REQUEST	ON EXIT DOOR STANCHION	NOT REQUIRED	(25.00)
DRIVER'S BARRIER	MODESTY PANEL W/O SCHEDULE HOLDER	MODESTY PANEL W/O SCHEDULE HOLDER	-
PASSENGER INFO STATION	NOT INCLUDED	NOT REQUIRED	-
OVERHEAD NYLON GRAB STRAPS	(10)	NOT REQUIRED	(100.00)
PASSENGER WINDOWS	FULL FIXED, STANDARD FRAME	UPPER TRANSOM, STANDARD FRAME	1,345.00
HEADLAMPS	(2) LED (LOW BEAMS) & (2) HALOGEN (HIGH BEAMS)	HALOGEN (2) LOW & (2) HIGH	(341.00)
REAR TAIL LIGHTS (STOP, TAIL, TURN)	4" LED	4" LED	-
AUX STOP LAMPS (REAR CAP, LOWER CENTER)	(2) 4" RED LED	(2) 4" RED LED	-
INTERIOR LIGHTS	DINEX I/O	PRETORIA	-
PLEASURE RADIO	NOT INCLUDED	NOT REQUIRED	-
PLEASURE RADIO & ANTENNA	NOT INCLUDED	NOT REQUIRED	-
2-WAY RADIO & ANTENNA	NOT INCLUDED	NOT REQUIRED	-
PUBLIC ADDRESS	STD REI P/A	STD REI P/A	-
BOOM MIC	INCLUDED	REQUIRED	-
HEATED DESTINATION SIGN GLASS	NOT INCLUDED	REQUIRED	229.00
DEST SIGNS (FRONT & CURBSIDE)	LUMINATOR AMBER LED	TWIN VISION AMBER LED	-
REAR RUN SIGN	NOT INCLUDED	NOT REQUIRED	-
DASH MTD FRONT RUN SIGN	NOT INCLUDED	NOT REQUIRED	-
FAREBOX	NOT INCLUDED	DIAMOND MODEL SV W/(1) VAULT	1,710.00
FAREBOX GUARD	NOT INCLUDED	REQUIRED	200.00
CEILING MTD FAREBOX LAMP	INCLUDED	REQUIRED	-
TRANSFER CUTTER	NOT INCLUDED	NOT REQUIRED	-
MANUAL PASSENGER COUNTER	NOT INCLUDED	NOT REQUIRED	-
FLOORING MATERIAL	ALTRO TRANSFLOR	ALTRO TRANSFLOR W/FULL COMPOSITE	2,670.00
ROOF HATCHES	(2) MANUAL OPEN/CLOSE	(2) MANUAL OPEN/CLOSE	-
STREETSIDE EXTERIOR MIRROR	10X11, 1-PC, W/MANUAL CONTROLS	8X15, 2-PC, W/REMOTE CONTROLS, HEATED	112.00
CURB SIDE EXTERIOR MIRROR	10X11, 1-PC, W/REMOTE CONTROLS	8X15, 2-PC, W/REMOTE CONTROLS, HEATED	112.00
FIRE SUPPRESSION SYSTEM	NOT INCLUDED	AMEREX V-25	2,643.00
TRAFFIC LIGHT PREEMPTION	NOT INCLUDED	NOT REQUIRED	-
VIDEO SURVEILLANCE SYSTEM	NOT INCLUDED	REI 6 - CAMERA SYSTEM W/BACK UP CAMERA	6,088.00

Attachment: Contracts - Transit Buses (4918 : Review input from alderpersons on financial response to COVID-19)

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PRICE VARIANCE
8/15/2019
MERRILL, WI OFF STATE OF WISCONSIN (WISDOT) CONTRACT
(3) 29' LOW FLOOR BUSES, SN: TBD

ITEM	STATE OF WISCONSIN	MERRILL, WI	VARIANCE
BIKE RACK	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK - AD FRAME	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK MIRROR	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK DEPLOYED LAMP	NOT INCLUDED	NOT REQUIRED	-
MEDICAL AID KIT	NOT INCLUDED	NOT REQUIRED	-
BLOODBORN PATHOGEN KIT	NOT INCLUDED	REQUIRED	37.00
DRIVERS DASH GAUGES	(4) INCLUDED	(5) INCLUDED	50.00
ADJUSTABLE PEDALS	NOT INCLUDED	NOT REQUIRED	-
CUP HOLDER	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR PAINT	(1) COLOR	(4) COLOR	5,652.00
CLEAR COAT	NOT INCLUDED	REQUIRED	629.00
EXTERIOR GRAPHICS	BUS #'S ONLY	MERRILL, WI DESIGN (2005 DESIGN - BUDGETARY)	1,500.00
ROOF NUMBERS	NOT INCLUDED	NOT REQUIRED	-
MANUALS	2 SETS PER ORDER	2 SETS REQUIRED	-
WARRANTY - (FULL COACH)	12 MONTHS / 50,000 MILES	12 MONTHS / 50,000 MILES	-
WARRANTY - (BODY STRUCTURE)	36 MONTHS / 150,000 MILES	36 MONTHS / 150,000 MILES	-
WARRANTY - (STRUCTURAL INTEGRITY DUE TO CORROSION)	144 MONTHS / 500,000 MILES	144 MONTHS / 500,000 MILES	-
WARRANTY - ENGINE	60 MONTHS / 300,000 MILES	60 MONTHS / 300,000 MILES	-
WARRANTY - TRANSMISSION	24 MONTHS/ UNLIMITED	24 MONTHS/ UNLIMITED	-
WARRANTY - (ALL OTHER COMPONENTS)	BASE COVERAGE	BASE COVERAGE	-

TOTAL MERRILL, WI VARIANCES	36,777.00
STATE OF WISCONSIN 30' LOW FLOOR BASE UNIT PRICE (JUN '19)	397,171.00
DELIVERY	5,087.00
MERRILL, WI 30' LOW FLOOR BASE UNIT PRICE	439,035.00
SPARE / TOOLING BUDGET	4,390.00
MERRILL, WI 30' LOW FLOOR DIESEL CURRENT PRICE	443,425.00

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