

City of Amery
COMMITTEE OF THE WHOLE AGENDA

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Committee of the Whole** of the City of Amery will be held on **Tuesday – October 18th, 2022 at 5:00 PM at 104 Maple St. W, Amery, WI.**



Call to Order

Roll Call

Order of Items	AGENDA ITEMS
1	Department Head Reports – City Administrator, Clerk-Treasurer, Police Chief, Fire Chief, Library Director, Director of Public Works, Deputy Clerk-Treasurer.
2	Pay Application #4 for S. Industrial Park.
3	Inclement Weather Policy
4	Amendment to PTO Policy
5	Police Chief Hiring Discussion
6	2023 Budget Discussion
7	Public Comment/Community Updates**
8	Closed Session – Wis. Stat. §19.85(1)(c) – Potential Administrative Assistant Position. Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
9	Adjournment

** Although the public may speak on any item that is not included on this agenda as a "Public Hearing or Forum". In accordance with open meeting laws, the Committee may not respond or discuss the issue brought forward at this time. In accordance with open meeting laws the Committee must notice an item on the agenda to allow discussion on that matter. Your comments will be considered and may be placed on a future agenda for further discussion. Any person wishing to submit a public comment digitally may email them to cityhall@amerywi.gov until noon of the day of the meeting. Although your comments will be presented to the Committee they may or may not be read aloud or discussed during the meeting. The Public Comment Portion will be limited to 10 minutes total for *speakers present at the meeting*.

Respectfully Submitted;

Ben Jansen, MPA
City Clerk-Treasurer

**Posted: Friday – October 14th, 2022, on the City Website (www.amerywi.gov); and at Amery City Hall, Amery Public Library, and the Amery Police Department.

The City of Amery does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provision of services, programs or activities.

NOTE: Upon reasonable notice, the City of Amery will accommodate the needs of disabled individuals through aids or services. For additional information or to request this service, contact the Clerk-Treasurer's office at (715) 268-7486 by Noon the previous day so that arrangements can be made.



Building a Better World
for All of Us®

October 14, 2022

RE: City of Amery
South Industrial Park Road-Application
for Payment
SEH No. AMERY 153333 14.00

Patty Bjorklund - WCMC, CMC, CMTW
City Administrator
City of Amery
104 Maple Street W. - Suite A
Amery, WI 54001

Dear Mrs. Bjorklund:

Albrightson Excavating Inc. (Albrightson) has submitted an application for payment for the work completed on the South Industrial Park Road project. The application for payment includes gravel, curb and gutter, asphalt, and other miscellaneous items.

The contract price for the project is \$1,508,152.30. The contract is paid by unit price, therefore Albrightson is paid at a unit price for the total units of bid items installed/completed. Albrightson has completed \$1,471,163.37 of the project, less 5% in retainage and previous payment, and is requesting payment of \$465,075.42.

Contract Amount	\$1,508,152.30
Work Completed to Date	\$1,471,163.37
Less 5% Retainage	\$70,858.17
Less Previous Payment	\$881,229.78
Payment Request	\$465,075.42

We have reviewed Application for Payment No. 4 and would recommend authorization of payment.

If you have any questions please let us know.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

Erik Henningsgard, PE
Project Manager
(Lic. MN, WI)

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 156 High Street, Suite 300, New Richmond, WI 54017-1128

715.246.9906 | 888.881.4281 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Patty Bjorklund - WCMC, CMC, CMTW
October 14, 2022
Page 2

Attachment: Application for Payment No. 4

c: Ben Jansen, City Clerk-Treasurer, Zoning Administrator
Jeff Mahoney, Director of Public Works
Adam Hensel, Albrightson Excavating Inc.

\\sehn\projects\aelal\amery\153333\17-const-svcs\73-app-pymt\ap4\2022.1014_amery153333_ap4.docx



Application for Payment
(Unit Price Contract)
No. 4

Eng. Project No.: AMERY 153333

Location: Amery, Wisconsin

Contractor <u>Albrightson Excavating Inc.</u>	Contract Date <u>November 5, 2021</u>
<u>345 Southside Drive</u>	
<u>Woodville, WI 54028</u>	Contract Amount <u>\$ 1,508,152.30</u>

Contract for South Industrial Park Road

Application Date <u>10/3/22</u>	For Period Ending <u>9/27/22</u>
---------------------------------	----------------------------------

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
01 21 00	Contingency (\$25,000)	LS	1		\$25,000.00	
01 55 25.1	Maintenance of Traffic	LS	1	1	1,800.00	\$1,800.00
01 71 13.1	Mobilization	LS	1	1	20,425.00	\$20,425.00
02 41 33.1	Remove and Salvage Hydrant and Valve	Each	1	1	550.00	\$550.00
02 41 33.2	Remove Culvert	LS	1	1	600.00	\$600.00
02 41 33.3	Remove Existing Asphalt Pavement	SY	71	71	3.00	\$213.00
02 41 33.4	Remove Existing Culvert	Each	2	1	500.00	\$500.00
02 41 33.5	Remove and Replace Storm Sewer	Each	3	3	800.00	\$2,400.00
31 11 00.1	Clearing & Grubbing	Acre	5.9	6.9	3,500.00	\$24,150.00
31 23 10.1	Common Excavation - Roadway (P)	CY	10873	9242.05	6.85	\$63,308.04
31 23 10.2	Common Excavation - Stormwater Pond (P)	CY	7494	7494	7.85	\$58,827.90
30 23 10.3	Excavation Below Subgrade	CY	100	200	38.00	\$7,600.00
31 23 19.1	Dewatering	LS	1	1	1,600.00	\$1,600.00
31 23 30.1	Granular Backfill, Grade 1, WisDOT 209	CY	6390	6891	12.60	\$86,826.60
31 25 10.1	Silt Fence Delivered, Maintained and Installed	LF	3497	4630	1.40	\$6,482.00
31 25 10.2	Erosion Mat Class I, Type B	SY	5857	5581	1.10	\$6,139.10
31 25 10.3	Erosion Mat Class II, Type C	SY	280		4.00	
31 25 10.4	Inlet Protection	Each	9	0	50.00	
31 25 10.5	Sediment Control Log	LF	96	24	6.00	\$144.00
31 25 10.6	Tracking Pad	Each	1	1	800.00	\$800.00
31 34 15.1	Geotextile Fabric, Type SAS	SY	9585	10955	1.75	\$19,171.25
31 37 00.1	Riprap, Light	Ton	4		65.00	
31 37 00.2	Riprap, Medium	Ton	578	725.4	53.45	\$38,772.63
32 11 14.1	Testing Rolling	STA	14.5	14.5	25.00	\$362.50
32 11 26.1	Crushed Aggregate Base Course	Ton	9090	7780.65	13.75	\$106,983.94
32 11 26.2	Gravel Road Base	Ton	214	232.15	13.75	\$3,192.06
32 12 18.1	Asphaltic Pavement, 4 MT 58-34 S	Ton	927	786.98	90.35	\$71,103.64
32 12 18.2	Asphaltic Pavement, 3 MT 58-28 S	Ton	1622	1341.51	85.65	\$114,900.33
32 12 18.3	Asphaltic Surface (Driveway Mix) (3-inch)	SY	68		46.75	
32 12 18.3	Adjust Manhole Casting	Each	6	2	250.00	\$500.00
32 12 18.4	Adjust Valve Box	Each	13	13	180.00	\$2,340.00

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
32 12 50.1	Saw Cut Pavement	LF	721	721	3.30	\$2,379.30
32 16 30.1	Concrete Curb and Gutter, 30-inch Type D	LF	2765	2747	12.25	\$33,650.75
32 16 30.2	Concrete Flume	Each	2	2	400.00	\$800.00
32 17 23.1	Pavement Marking Line Epoxy, 4-inch Yellow	LF	352		1.65	
32 17 23.2	Pavement Marking Line Epoxy, 4-inch White	LF	1056		1.65	
32 17 23.3	Pavement Marking Arrow Epoxy, White	Each	4		225.00	
32 17 23.4	Pavement Marking Line Epoxy, 18-inch White	LF	36		10.00	
32 17 23.5	Remove Pavement Marking	LF	409		1.50	
32 92 12.1	Turf Establishment	SY	15590	8000	1.70	\$13,600.00
32 92 12.2	Wetland Seed Mix, MNDOT Mix 34-171	SY	3270	3270	1.70	\$5,559.00
33 11 00.1	Connect to Existing Water Main	Each	2	2	1,200.00	\$2,400.00
33 11 00.2	6-inch DIP Water Service	LF	211	167.5	57.65	\$9,656.38
33 11 00.3	8-inch DIP Water Main	LF	2175	2198.5	57.10	\$125,534.35
33 11 00.4	10-inch DIP Water Main	LF	2462	2462	66.90	\$164,707.80
33 11 00.5	6-inch Gate Valve with Box	Each	12	12	1,615.00	\$19,380.00
33 11 00.6	8-inch Gate Valve with Box	Each	15	15	2,135.00	\$32,025.00
33 11 00.7	10-inch Gate Valve with Box	Each	10	9	2,980.00	\$26,820.00
33 11 00.8	Fire Hydrant	Each	14	13	4,835.00	\$62,855.00
33 11 00.9	Insulation, 2-inch	SF	2800	6400	4.10	\$26,240.00
33 31 00.1	Connect to Existing Sanitary Manhole	Each	1	1	1,420.00	\$1,420.00
33 31 00.2	6-inch Sanitary Service Pipe	LF	245	253	35.50	\$8,981.50
33 31 00.3	8-inch PVC Sanitary Sewer	LF	2513	2462	34.05	\$83,831.10
33 31 00.4	48-inch Sanitary Manhole - 8-foot depth	Each	9	9	3,900.00	\$35,100.00
33 31 00.5	Excess Manhole Depth	VF	22	11	147.00	\$1,617.00
33 31 00.6	Sanitary Sewer 8-inch by 6-inch Wye	Each	6	5	365.00	\$1,825.00
33 31 00.7	Sanitary Sewer Termination Box	Each	6	3	250.00	\$750.00
33 41 00.1	Class III RCP Storm Sewer, 18-inch	LF	1053	1044	46.05	\$48,076.20
33 41 00.2	Class III RCP Storm Sewer, 30-inch	LF	8	6	108.00	\$648.00
33 41 00.3	Class III RCP Storm Sewer, 36-inch	LF	65	64	116.00	\$7,424.00
33 41 00.4	Class III RCP Endwall, 18-inch	Each	4	4	1,440.00	\$5,760.00
33 41 00.5	Class III RCP Endwall, 30-inch	Each	1	1	2,940.00	\$2,940.00
33 41 00.6	Class III RCP Endwall, 36-inch	Each	1	1	3,920.00	\$3,920.00
33 41 00.7	2-foot by 3-foot Catch Basin with Casting	Each	3	3	2,290.00	\$6,870.00
33 41 00.8	Storm Sewer Manhole, 48-inch Diameter with Casting	Each	4	4	2,900.00	\$11,600.00
33 41 00.9	Storm Sewer Manhole, 72-inch Diameter with Casting	Each	2	2	5,600.00	\$11,200.00
33 41 00.10	Pond Outlet Structure	LS	1	1	6,730.00	\$6,730.00
33 41 00.11	Storm Sewer Bulkhead, 18-inch	Each	2	2	600.00	\$1,200.00
33 42 20.1	CMP Culvert, 15-inch	LF	40	40	57.00	\$2,280.00
33 42 20.2	CMP Culvert, 24-inch	LF	5	5	200.00	\$1,000.00
33 42 20.3	CMP AEW, 15-inch	Each	2	2	225.00	\$450.00
33 42 20.4	Connect to Existing Culvert	Each	1	1	835.00	\$835.00
33 42 20.5	Remove and Reinstall AEW	Each	1	1	750.00	\$750.00

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
33 42 20.6	18-inch RCP Culvert, Class IV	LF	123	128	52.00	\$6,656.00
34 41 40.1	Signs	SF	26.75		75.00	
34 41 40.2	Street Name Sign	Each	1		400.00	
Total Contract Amount						\$1,417,163.37

Application for Payment (continued)

Total Contract Amount	\$ <u>1,508,152.30</u>	Total Amount Earned	\$ <u>1,417,163.37</u>
Contract Change Order No. _____		Material Suitably Stored on Site, Not Incorporated into Work	_____
Contract Change Order No. _____		Percent Complete _____	_____
Contract Change Order No. _____		Percent Complete _____	_____
Less Previous Applications:		GROSS AMOUNT DUE	\$ <u>1,417,163.37</u>
AFP No. 1: <u>333,562.82</u>	AFP No. 6: _____	LESS <u>5</u> % RETAINAGE	\$ <u>70,858.17</u>
AFP No. 2: <u>313,224.15</u>	AFP No. 7: _____	AMOUNT DUE TO DATE	\$ <u>1,346,305.20</u>
AFP No. 3: <u>234,442.81</u>	AFP No. 8: _____	LESS PREVIOUS APPLICATIONS	\$ <u>881,229.78</u>
AFP No. 4: _____	AFP No. 9: _____	AMOUNT DUE THIS APPLICATION	\$ <u>465,075.42</u>
AFP No. 5: _____			

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Payment under said contract, South Industrial Park Road, Amery, Wisconsin, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date October 14th, 2022 Albrightson Excavating Inc.

 (Contractor)

COUNTY OF Jt. Croix)
 STATE OF WISCONSIN) SS By [Signature]

 (Name and Title)

Before me on this 14th day of October, 2022, personally appeared _____
Cindy Varhal known to be, who being duly sworn did depose and say that he is the Controller (office) of the Contractor above mentioned that he executed the above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission expires : 03/06/2025

**ADAM HENSEL
 NOTARY PUBLIC
 STATE OF WISCONSIN**

[Signature]

 (Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

Short Elliott Hendrickson Inc.

By Erik Henningsgard

 Date 10/14/2022

 City of Amery

By _____

 Date _____

Inclement Weather or Other Emergency Policy

The City of Amery recognizes the fact that inclement weather and other emergencies can affect City offices' ability to open for business. It is the policy of the City of Amery to remain open during most periods of inclement weather; however, where extraordinary circumstances warrant, due to weather or other unforeseen business interruption, the City reserves the right to close non-emergency City facilities, such as the library, City Hall and the Police Department Administrative office. Should this occur, employees are encouraged to contact their department supervisor between 7:00 a.m. and 7:30 a.m. to determine if closure is required. The City of Amery will make a decision by 7:30 a.m. during periods of such inclement weather. The City will also attempt to post the closure on the homepage of the website or Facebook page.

Facility Closed

If the facility is announced to be closed on a given day, all staff who were previously scheduled to work that day will receive regular pay for the day of closure.

Facility Open

If the facility remains open on an adverse weather day, employees who report to work will receive their normal pay for the day, i.e., exempt staff will receive their regular salary and hourly employees will be paid at their base rate plus any incentives for all hours worked. If an employee elects not to report to work on a facility open day, the employee can elect to 1) use any accrued paid time off for the missed day or 2) the employee will not be paid for the day. Regardless of whether the facility remains open or closed on an inclement day, it is each employee's decision to determine if they can safely arrive at work under the conditions. If an employee elects not to work on a given day, the City of Amery requires the courtesy of a phone call to your supervisor advising as to your status for the day, prior to the beginning of the work day.

EMERGENCY EMPLOYEES REQUIRED TO WORK

Due to city needs, some employees still may need to work even if city operations are suspended. Those employees who are required to work will receive their regular rate of pay for work performed during the suspended or altered operations. Any overtime worked will be compensated in accordance to federal and state laws.

Emergency Situations

The Oxford dictionary defines an emergency as a "serious, unexpected, and often dangerous situation". Such situations can be caused by weather, terrorist attacks, or other events and may require the unexpected closure of non-emergency offices. Of course, you only want to remain closed for the briefest time possible, but your primary goal is to keep everyone safe.

Emergency situations can include:

- Impending bad conditions such as a hurricane or wildfire
- Over a foot of snow falls in a short period
- Electricity is out
- Heating or cooling is not available,
- Flooding affects roads or other transportation
- The governor declares an emergency asking people to stay home

When the company is closed, exempt employees will receive their full salary for their normal hours worked for up to one workweek.

Nonexempt employees will receive their hourly pay for their normally scheduled hours for up to one workweek. This policy means that if an employee's normal work is a 40-hour workweek, the employee will receive their hourly pay for 40 hours. No overtime will be paid to any employee.

For an unlikely emergency that extends beyond one workweek, at the end of the one workweek, employees will be expected to use paid time off (PTO) to cover additional days that any department may be closed to ensure that they continue to receive their pay. No overtime will be paid during this period.

In return for this payment during the paid workweek, while any office is closed, employees are expected to work at home if feasible. Exempt employees will likely have the opportunity to catch up on paperwork or work online—if power is available. They might even schedule remote meetings if other needed participants have access to a computer with power.

Employees who have jobs that usually require their physical presence at work can do such tasks as developing an up-to-date job description or improving their workflow. Also, thinking about how to do your job so that your work continuously improves is another. Reading books and attending webinars related to your work is also a fair exchange.

Employees who had taken the day off will have the day subtracted from their allotted PTO as would have occurred if the company did not close.

No pressure is extended from the City of Amery, at any time, that would encourage employees to take unsafe chances to attend work.

Extending Employee Leave

When the company closure ends, all employees are expected to report to work whether the closure ends on day two or after that. Payment of salary or hourly wages ends on the day the company reopens if the employee does not show up for work or remote work, whatever is the employee's normal working arrangement.

Certain jobs can be worked from home if chaos continues in the region, but for exempt employees, remote working must be arranged, on an individual basis, with the employee's manager. Remote working is not available as an option for nonexempt employees.

Employees who cannot return to work at the end of the company closure must arrange additional time off with their manager. If the employee has used up PTO, he or she will be required to apply for an extended unpaid leave of absence.

Part-Day Closure

If an emergency event such as inclement weather or a power outage occurs, the administrative team may determine that certain departments will close mid-day. When the company closes mid-day, employees are encouraged to leave immediately so that the conditions do not further deteriorate and affect their ability to safely travel.

Exempt employees who were, working at home with prior permission, or at the office on the day of the partial day closure, will be paid their normal salary. Nonexempt employees will be paid for their scheduled hours of work. No overtime will be paid.

Employees who had taken the day off will have the day subtracted from their allotted PTO as would have occurred if the company did not close.

When Company Is Open but Employee Can't Get to Work

Individual employee circumstances may affect an employee's ability to come to work. The key to assessing the situation on a case-by-case basis is the communication between the employee and his or her supervisor.

The City of Amery recognizes that in a severe national or regional disaster, all methods of communication may be unavailable, but employees should persist, by any method possible, to reach their supervisor to discuss individual circumstances.

All pay, leave, and attendance policies included here will apply, regardless of the circumstances of the absenteeism.

The Employee Needs Additional Time

The City recognizes that some employees may need additional time off to repair extensive home damage, and a variety of other emergencies. These will be assessed on a case-by-case basis and decisions will also be affected by the employee's job requirements.

The City is aware that in emergencies or inclement weather emergencies, employees may lose family members. They may lose their home and all regular activities such as school and daycare. In any circumstances, all pay, leave, and attendance policies included here will apply, regardless of the circumstances of the absenteeism.

The City bereavement policy will apply in the case of the death of a family member. Extended unpaid leaves of absence are available, depending on the need. Employees should communicate with his or her supervisor to make arrangements.

8.2 PERSONAL TIME OFF LEAVE - PTO

Personal Time-Off (PTO) leave is an employment benefit intended to provide a bank of hours earned by the employee to be used as paid time off for illness, relaxation, and to deal with personal or private matters. Therefore, all employees are encouraged to take their earned personal time off each year. The year is considered to be from the date the employee begins his or her employment.

Rates: Regular full-time, non-represented employees will earn annual personal leave for time-off purposes accrued on the last day of each pay period as follows:

- After one (1) year of continuous service – nineteen (19) working days earned; 5.85 hours accrued each pay period;
- For the second (2nd) through fifth (5th) years of continuous service – twenty-five days (25) working days earned per year; 7.69 hours earned per pay period;
- For the sixth (6th) through the twelfth (12th) years of continuous service - thirty-one days (31) days earned per year; 9.54 hours earned per pay period;
- For the thirteenth (13th) through the twentieth (20th) years of continuous service – thirty-seven days (37) working days; 11.38 hours earned; 720 hours is the maximum carry-over;
- After the twenty-first (21st) year of continuous service and each year worked thereafter, one day per year until a maximum of forty-three (43) days is reached; 13.7 hours are earned per pay period; 720 hours is the maximum carry-over;
- Continuous service shall mean and include all the time employee has been in “continuous employment status in a regular position with the City. The continuous service of an employee who is eligible for and has used personal time off, shall also not be considered as having interrupted service if he or she:
 - Was on an approved leave of absence;
 - Was absent on military leave; or
 - Was on extended absence due to serious injury or illness.

PTO benefits for regular, part-time employees who work over 20 hours per week shall be prorated according to the time worked during a calendar year.

In determining PTO schedules, the department head shall respect the wishes of the eligible employees insofar as the needs of the City will permit.

Employees shall record PTO time used on bi-weekly time sheets signed by the employee and direct supervisor. A permanent PTO record for each employee shall be maintained by the Payroll staff. The City Council may choose to modify the above schedule for certain positions at their discretion.

Personal time off leave may be used for the following:

- Illness of the employee
- Illness of a dependent of the employee who requires care by the employee
- Medical or dental treatment that cannot be scheduled during non-work hours, for the employee or a dependent

- Funerals of a family member or close friend for which Funeral Leave is not available
- Vacation
- Observances of holidays that are not included as the City's eleven (11) officially observed full-day holidays for the City's non-represented personnel.

Each employee who has earned PTO credits shall be eligible for leave for any period of absence from employment which is due to illness, bodily injury, exposure to contagious disease or attendance upon members of his or her immediate family (defined as husband, wife or children). Employer shall have the right to require that the employee make other arrangements such as family or medical leave within three (3) days' time for the attendance upon members of his or her immediate family. Employer may require a doctor's certificate to verify illness.

Employees shall record PTO time used on bi-weekly time sheets signed by the employee and direct supervisor. A permanent PTO leave record shall be maintained by the Human Resources Clerk for each employee.

When an employee is out for an illness, the Supervisor shall be called not later than fifteen (15) minutes prior to the employee's normal work starting time and so informed of the illness; a message on answering machine may be considered adequate notice. Failure to do so shall result in leave without pay.

PTO leave balances in excess of 720 hours not used prior to the first work day of the new year shall be forfeited.

When an employee terminates employment with the City and is in good standing, that employee will be reimbursed 20% at termination for any earned and unused PTO leave.

Should an employee die while still actively employed with the City, the employee's estate must receive a lump sum payment equal to the value of that employee's remaining unused PTO leave, not to exceed 24 days.