

ASHLAND CITY COUNCIL MEETING
Tuesday, January 28, 2020 – 5:30 PM
Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

A. Roll Call, Moment of Silence, and Pledge of Allegiance

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

A. Minutes of the January 14, 2020 Council and Committee of the Whole Meetings

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Recognition of Sargent Jodeanne Janecek-Kundinger Retirement

B. Announcements

C. Appointments

6. CONSENT AGENDA

A. Miscellaneous Meeting Minutes

B. Approve a Resolution to Proclaim the Third Weekend in May as the Observed International Migratory Bird Day in Ashland, Wisconsin (*Parks and Recreation*) Voice

C. Operators' Licenses

7. NEW BUSINESS

A. Discussion and Approval of the Process for the City Administrator's Annual Performance Evaluation (*Mayor*)

B. Approve Agreement by and between the City of Ashland and Town of Sanborn for Emergency Medical Services (*Administration*) Roll

C. Approve a Resolution to Authorize the Establishment of Bicycle and Pedestrian Facilities as Part of the Future 11th Street East Roadway Reconstruction Project (*Public Works*) Voice

- D. Approve Professional Services Agreement with Cedar Corporation for Vaughn Avenue and 7th Avenue West Utility and Reconstruction Project Engineering Design (*Public Works*) Roll**
- E. Approve to Enter in an Agreement with Independent Contractor J.R Dunn LLC (Jamie Dunn) as a Consultant/Project Manager for the City of Ashland in Regard to the Ashland Lakefront Superfund Site Redevelopment (*Parks & Recreation*) Roll**

8. CLOSED SESSION

- A. Closed Session Pursuant to Wis. Stat. 19.85 (1)(g): “Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation.” (*Defoe and Deplacito Claims*) (*City Attorney*) Roll**
- B. Return to Open Session Voice**
- C. Reporting on Closed Session Discussion and/or Action**

9. ADJOURNMENT

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

NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals or individuals with limited English proficiency through auxiliary aids or services. For additional information or to request this service, contact Denise Oliphant at 715-682-7071 (not a TDD telephone number) or FAX: 715-682-7048

ASHLAND CITY COUNCIL MEETING MINUTES

Tuesday, January 14, 2020 – 5:30 PM

Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, January 14, 2020 Ashland City Council meeting was called to order by Mayor Debra Lewis, in the Ashland City Hall Council Chambers at 5:30 p.m.

A. Roll Call, Moment of Silence, and Pledge of Allegiance

Roll call was taken, a Moment of Silence was held, and the Pledge of Allegiance was recited.

PRESENT: Holly George, Matthew MacKenzie, Sarah Jackson, Kate Ullman, Ana Tochtermann, Wahsayah Whitebird, Kevin Haas, Charlie Ortman, Liz Franek, Jackie Moore

ABSENT: Dick Pufall (excused)

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Parks and Rec Director Sara Hudson, Police Chief Jim Gregoire, and other concerned citizens.

2. APPROVAL OF AGENDA

Lewis recommended to remove agenda items 7D and 7F as necessary information is not available.

George moved, seconded by Moore to approve the amended agenda. The motion carried unanimously by voice vote.

3. APPROVAL OF MINUTES

Haas moved, seconded by Moore to approve the minutes of the December 3, 2019 City Council and Committee of the Whole meetings. The motion passed unanimously by voice vote.

A. December 3, 2019 Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

The Clerk read the Rules for Citizen Participation, and the following offered their comments to the Council:

Jeannine Welty, spoke regarding issues with the lateral at her property, 405 East Lakeshore Drive.

Deb Joanis, 2569 Lake Shore Drive East, regarding the failed lateral at her property.

Eric Lindell, 204 1/2 West Main St, Apt 207, spoke in favor of approving the CUP for the warming shelter on 4th Avenue East, and in support of the resolution regarding the Bad River Tribe.

5. MAYOR'S REPORT

A. Announcements

The Mayor noticed that there are openings on some committees including the Parks & Recreation Committee and the Library Board. The Chamber of Commerce hosts monthly "Business After Hours" meetings on the 3rd Wednesday of each month, the next being tomorrow evening at the Sandbar. Lewis will be attending a gathering of the Urban Alliance in Appleton to discuss funding financing for local governments. The upcoming weekend is the DNR's Free Fishing weekend. The request for proposals for the police facility had been recently released and bids will be opened on February 14th. Thank you to the incumbents for running for their Alderman positions during this Spring election. The Taste of the Bay event will be on January 25 at the Northland College as a fundraiser for the Brick. All are invited to gather in honor of Martin Luther King Jr. on January 18th in Bayfield.

B. Appointments

The following is a list of proposed appointees to the Source Water Protection Plan (SWPP):

Ashland City Administrator Brant Kucera
Ashland Public Works Director John Butler
Ashland Water Utility Director, Chanz Green
2 City Council Representatives (Charles Ortman and Waysayah Whitebird have previously expressed an interest in serving)
Local DNR water specialist, Dan Harrington
Representative from Bad River Tribe, TBD
Representative of Superior Rivers Watershed Association, TBD
Burke Center representative, (Matthew Hudson has expressed an interest)
Ashland County Board Chair or designee, TBD
Bayfield County Board Chair or designee, TBD
UW Extension designee, TBD

Franek moved, seconded by Ullman to approve the Mayor's appointments and those yet to be designated to this committee. The motion passed unanimously by voice vote.

The Council is being asked to approve the re-appointment of the listed positions.

6. CONSENT AGENDA

Ortman moved, seconded by Haas approve the Consent Agenda. The motion passed unanimously by voice vote.

A. Miscellaneous Minutes

B. Planning and Development and Property Maintenance Monthly Report

7. NEW BUSINESS

A. Approve a Preliminary Resolution Declaring Intent to Levy Special Assessments under Municipal Police Power Pursuant to Sec. 66.0703, WI State Statute for the Vaughn Avenue and 7th Street West Reconstruction and Utility Replacement Project (*Public Works*) Voice

George moved, seconded by Whitebird to approve the preliminary resolution. The motion passed unanimously by voice vote.

File #17543

B. Approve the State Municipal Agreement (SMA) for Engineering Design of the Highway 13 Pavement Replacement Project (*Public Works*) Voice

George moved, seconded by Haas to approve the State Municipal Agreement. The motion passed unanimously by voice vote.

C. Approve a Resolution to Approve Proposed Roadway Improvements for State Highway 13/Ellis Avenue and Resolution to Eliminate On-Street Parking as Part of the Future Wisconsin Department of Transportation Project (*Public Works*) Voice

George moved, seconded by Moore to approve . The motion failed 1-8 by roll call vote; opposed were George, MacKenzie, Jackson, Tochtermann, Haas, Ortman, Franek, and Moore; Whitebird abstained.

D. Approve a Conditional Use Permit to Allow Social Service Use/Warming Center at 419 3rd Avenue East, Zoned City Center (CC). Applicant: Christine Legarde Cooper (*Planning and Development*) Voice

Removed from the Agenda.

E. Approve to Accept a State of Wisconsin Department of Natural Resources Recreation Trails Program Grant for the City of Ashland Maslowski Beach Trail Rehabilitation Project, 2019-2021 (*Parks and Recreation*) Voice

Franek moved, seconded by Ortman to approve. The motion passed unanimously by voice vote.

F. Approve Task Authorization No. 4, Amendment 4 - Ashland Ore Dock Phase I, Part 2 Design Services, Construction Documents and Construction Administration with SmithGroup (*Parks and Recreation*) Roll

Removed from the Agenda.

G. Approve an Ordinance to Amend Chapter 351 (963), Ashland City Ordinances, Licensing, Regulating, and Maintenance of Dogs and Cats (*Mayor*) Voice

Moore moved, seconded by Tochtermann to approve the Ordinance amendment. The motion passed unanimously by voice vote.

File #17544

8. CLOSED SESSION

A. Closed Session Pursuant to Wis. Stat. 19.85 (1)(g): “Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation.” (*Nibler Liability Claim*) (*City Attorney*) Roll

George moved, seconded by Haas to enter into Closed Session. The motion passed unanimously by roll call vote.

B. Return to Open Session Voice

George moved, seconded by Moore to return to Open Session. The motion passed unanimously by voice vote.

C. Reporting on Closed Session Discussion and/or Action

Mayor Lewis reported that Council discussed and approved to disallow the claim 9-1 by roll call vote, as recommended by the City's Insurance Company.

9. ADJOURNMENT

George moved, seconded by Ortman to adjourn. The motion carried unanimously by voice vote.

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COMMITTEE OF THE WHOLE MEETING MINUTES

The Common Council of the City of Ashland will meet as the Committee of the Whole on January 14, 2020 immediately following the City Council meeting which begins at 5:30 PM in the Ashland City Hall Council Chambers.

The following items will be considered:

1. Roll Call

The Tuesday, January 14, 2020 Committee of the Whole meeting was called to order by Council President Kate Ullman, in the Ashland City Hall Council Chambers at 7:05 p.m.

PRESENT: Holly George, Matt MacKenzie, Sarah Jackson, Kate Ullman, Ana Tochtermann, Wahsayah Whitebird, Kevin Haas, Charlie Ortman, Liz Franek, and Jackie Moore.

ABSENT: Dick Pufall (excused)

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, PW Director John Butler, P&R Director Sarah Hudson, and other concerned citizens.

2. Council President's Report

Ullman had nothing to report.

3. Administrator's Report

Kucera planned to attend Superior Days in Madison in early February.

4. Approval of Agenda

Moore moved, seconded by Franek to approve the agenda. The motion carried unanimously by voice vote.

5. Committee Updates

Harbor Commission: Pufall absent

Commission: MacKenzie - Recent discussion about a proposed warming house; reviewing the Waterfront Plan.

Police & Fire: Lewis - A complaint has been filed and the Commission is meeting on Friday to discuss.

Library Board: Jackson - Looking for Book Nook volunteers; will be doing interviews for an architect next week.

Housing Authority: Franek - Working on year-end housekeeping.

Housing Committee: Tochterman - Reviewing ADA codes; looking at affordable housing options.

Parks and Rec Committee: Haas - Looking to fill two committee vacancies.

Public Works Committee: Moore - Added Bill Kurtz to the committee; reviewing capital projects; received Federal award for LSL project.

Sustainability Committee: Ullman - Has not met since last meeting.

Historic Preservation Committee: Franek - Reviewing housing demolition procedures.

Disabled Parking Committee: Whitebird - Has not met since last report.

Source Water Protection Committee: Has not met yet.

6. Discussion Items

- A. Discussion and Possible Action Regarding a Proposed Resolution in Support of Bad River Tribe Efforts to Remove Line 5 Pipeline (*Whitebird, Ullman*)

After thorough discussion, Ullman suggested to have the City Attorney review and amend the proposed resolution and bring back to Committee to the Whole when completed.

- B. Discussion Regarding the Vaughn Avenue Reconstruction Update (Public Works)

Item postponed to the following meeting.

- C. Planning and Parks Updates on Water Front Development Plan, Comprehensive Outdoor Recreation Plan, and Rebranding of Superfund Site (*Planning, Parks & Rec*)

Hudson updated Council on the progress of the plans and potential discussion items.

7. Adjournment

Moore moved, seconded by George to adjourn. The motion carried unanimously by voice vote.

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SUBJECT: Appointments

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS: 1. Volunteer Forms - Redacted

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The Mayor is recommending approval of the appointments as

Parks and Recreation Committee

Dawayne Lampson, replacing Stephanie Jaeger
Term Expires: April 30, 2020

David Ullman, replacing Tim Heil
Term Expires: April 30, 2020

Beautification Council

Layne Richardson, re-appointment
Term Expires: February 15, 2023

Jeanne Spruell, re-appointment

Term Expires: February 15, 2023

Shawna Johnson, re-appointment

Term Expires: February 15, 2023

Ore Dock Trust Committee

Dawn Rivard, replacing Marvin Suomi

Higher Education Representative

OFFER TO VOLUNTEER FORM

Mayor Debra Lewis, City of Ashland, 601 Main Street West, Ashland, WI 54806
Phone: 715-682-7071 Fax: 715-682-7048 dlewis@coawi.org

I would like to be considered a nominee for the following Committee or Committees:

The Ashland Beautification Committee

Brief statement of education and training:

Registered Dental Hygienist, AS degree.
BS^{degree} Community Health, both from Mankato State Univ^{mn} & Mankato, MN

Biography:

(Need a sense of who you are as an individual. Examples: general background, work history, life experiences, volunteer activities, special interests, special skills, hobbies, personality, people skills, etc.)

Dental hygienist at Bay Dental in Ashland. Also a
fitness instructor at Spot Wellness in Ashland. avid gardener.
Volunteered for CHA animal shelter, Bayfield Co.
and Ashland schools in the "Seal a Smile" programs,
Volunteered for Books across the Bay w/ Spot Wellness.

Individual References or Referred by (include phone #):

Referred by Amanda Arndt

Contact Information:

Shawne Johnson
Name (Print)

Phone Number

317 Prentice Ave Ashland WI
Address 54806

Email:

Date

4-12-15

OFFER TO VOLUNTEER FORM

Mayor Debra Lewis, City of Ashland, 601 Main Street West, Ashland, WI 54806
Phone: 715-682-7071 Fax: 715-682-7048 dlewis@coawi.org

I would like to be considered a nominee for the following Committee or Committees:

Beautification council

Brief statement of education and training:

Grandparents and father helped me learn how to garden, but most I learned by trial and error. Master gardener training, conferences, books, & friends

Biography:

(Need a sense of who you are as an individual. Examples: general background, work history, life experiences, volunteer activities, special interests, special skills, hobbies, personality, people skills, etc.)

Daycare provider for more years than I can count. I find my comfort and strength in my garden. It is my favorite place to be, especially if my family and friends can join me there. I have volunteered as a Cubmaster and Den →

Individual References or Referred by (include phone #):

Mary Zinnecker

Wendy Hudach

Jessica Clark

Contact Information: Jeanne Spruell

Name (Print)

Phone Number

1104 3rd ave E - Ashland

Address

Email:

Date

8/14/18

Find yourself next to the water.

ASHLAND

City of Ashland, Wisconsin

601 Main Street West — Ashland, WI 54806 — www.coawl.org

OFFER TO VOLUNTEER FORM

I would like to be considered a nominee for the following committee or committees:

Beautification Council, Historic Preservation Commission

Write a brief statement of education and training:

I have a Bachelor of Architecture degree from Kansas State University and approx. 20 yrs. experience in
architecture and design.

Biography: *(Need a sense of who you are as an individual. For example, general background, work history, life experiences, volunteer activities, special interests, special skills, hobbies, personality, people skills, etc.)*

Originally from Kansas, I have lived throughout the Midwest & relocated to Ashland 1 year ago. In addition to
a career in architecture, I have a strong interest in native landscaping. At my previous home, I converted a
portion of my large yard into a small, native prairie. I'm an avid photographer and enjoy exploring my new home
with my husband. Volunteering has included several years as a Big Brother & preparing Thanksgiving for a
temporary shelter for teenagers.

Individual references/referred by (please include phone #):

Lauren Dahl - Friend and employer at C&S Design & Engineering [REDACTED] Work: 715-685-1061

Brianna Werhanowicz - coworker at C&S Design & Engineering [REDACTED] Work: 715-685-1063

Contact information: Layne Richardson

Name (Please print)

Phone #

405 7th Street West Ashland, WI

Address

Email

7/3/2019

Date

OFFER TO VOLUNTEER FORM

Mayor Debra Lewis, City of Ashland, 601 Main Street West, Ashland, WI 54806
Phone: 715-682-7071 Fax: 715-682-7048 dlewis@coawi.org

I would like to be considered a nominee for the following Committee or Committees:

Parks and Rec

Brief statement of education and training:

I graduated from Ashland High School in 2002 and attend colleged at FVTC in Appleton.

I have criminal justice traing, Security Training, umpiring training

Biography:

(Need a sense of who you are as an individual. Examples: general background, work history, life experiences, volunteer activities, special interests, special skills, hobbies, personality, people skills, etc.)

I have been a life time resident of the City of Ashland. I currently am the Director of Campus Safety at Northland College. I have been an umpire at all levels of baseball and Softball up to College. I have spent countless hours working on the women's softball field at Hodgkins. I am a very outgoing person and have a great Critical thinking ability. I have an intrest in watching youth develop in baseball and softball. I have been working in secuity since 2005 when i worked at Telemark resort until closing in 2010. been at Northland since 2012. I have been an umpire since I was 10 years old. this year will be my 26th year of it.

Individual References or Referred by (include phone #):

Kevin Haas -

Sarah Hudson - Director of Parks and Rec.

Contact Information: Dawayne Lampson

Name (Print)

Phone Number

501 11th Ave W. Ashland, WI 54806

Address

01/15/2020

Email:

Date

Deb Lewis

From: Denise Oliphant
Sent: Monday, January 20, 2020 10:53 AM
To: Deb Lewis
Subject: FW: Online Form Submittal: Offer to Volunteer - Committee

Thanks!
Denise

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, January 20, 2020 10:51 AM
To: Denise Oliphant <doliphant@coawi.org>
Subject: Online Form Submittal: Offer to Volunteer - Committee

Offer to Volunteer - Committee

OFFER TO VOLUNTEER - COMMITTEE

I would like to be
considered a nominee for
the following
Committee(s):

PARKS & RECREATION COMMITTEE

Brief statement of
education, work
experience, or training

Prior to moving to Ashland, I lived in Corvallis, OR where I served on the Bicycle and Pedestrian Advisory Board (<https://www.corvallisoregon.gov/bc-bpab>). I enjoyed my experience on this citizen advisory council and have been looking for ways to volunteer with similar initiatives in Ashland. I see outdoor recreational opportunities as an important draw to the city of Ashland, certainly through enhanced bicycle and pedestrian initiatives, but also through improvements to our lake shore and other park lands. I would be excited to serve on the Parks and Recreation committee to assist in the city's goals to grow recreational opportunities. Such efforts will have a positive impact for the health, well-being, and satisfaction for Ashland citizens and visitors.

In addition to my experience on the Bike and Pedestrian Advisory Board of Corvallis, I am also a board member of the North Coast Cycling Association. I serve on board to promote regional cycling activities and opportunities around the Chequamegon Bay. In working with the Parks and Recreation Committee, I hope that Ashland can work to connect with a variety of partners around the region, both to provide

opportunities for regional growth and larger grant-based initiatives.

I am a Assistant Professor of Geoscience at Northland College.

Biography

I moved to Ashland with my family for a position at Northland College. I enjoy the large variety of outdoor opportunities that the region has to offer. I am an avid cyclist, skier, runner, hiker, and canoeist. I have extensive experience in trail building and landscaping through a variety of former jobs, prior to my current role in academia. I continue to volunteer with trail improvements at Mt. Ashwabay and the Ice Age Trail.

References

Tom Fitz (Northland College colleague) - [REDACTED]
Pete Olson (NCCA board secretary, Ashland resident) - 715-[REDACTED]

Name

David Ullman

Email Address

[REDACTED]

Address

1222 9th Ave W

City

Ashland

State

WI

Zip Code

54806

Phone Number

[REDACTED]

Cell/Work Number

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Minutes of the City of Ashland Plan Commission

A meeting of the Plan Commission was called to order on **Tuesday, September 3rd, 2019** at 6:30 p.m. in the City Hall Council Chambers.

PRESENT: John Beirl, Laurie Gregor, Katie Gellatly, Mayor Lewis, Matt Mackenzie, Ella Syverson
EXCUSED: David Mettille
STAFF: Megan McBride

1) Call to Order and Roll Call

Mayor Lewis called the meeting to order at 6:30 p.m.

2) Approval of Agenda

Motion to approve the Agenda by John Beirl. Seconded by Katie Gellatly. Passed unanimously.

3) Consent Agenda

a) Approval of minutes from the July 2nd, 2019 Planning Commission Meeting

Motion to approve the Agenda by John Beirl. Seconded by Mayor Lewis. Passed unanimously, with Matt Mackenzie abstaining.

4) Public Comment (non-agenda items)

No public comments.

5) Action Items

a) Site Plan review and approval of a new salt storage building to be constructed at 2213 Beaser Avenue, zoned Planned Residential/Institutional (PRI). Applicant: Memorial Medical Center.

Megan McBride detailed the proposed Site Plan and staff recommendation for approval.

Representatives from MMC provided clarification regarding the location for the salt shed, and the use of the existing driveway for the new shed. The existing driveway will be used to access the new shed.

Motion to approve Site Plan by John Beirl. Seconded by Laurie Gregor. Approved unanimously.

6) Discussion Items

a) Updates on Waterfront Development Plan and Comprehensive Outdoor Recreation Plan updates

Megan McBride provided updates regarding the status of the Waterfront Development Plan and Comprehensive Outdoor Rec Plan (CORP) updates. The consultants had some questions regarding community priorities, and use of existing city properties. These were discussed by Planning Commission, and will also be proposed to the Parks & Rec Committee.

Members of the public representing the proposed Great Lakes Science Center spoke in support of their project, and provided some updates regarding the timeline of being able to release a feasibility study for the project.

Katie Gellatly raised concerns regarding the integration of the proposed Center into the public use of the Oredock Upland area – ideally this location would have some public access, which is hoped for by the Center committee members as well.

Commission members viewed maps from the consultants in order to prioritize future development, such as potentially acquiring the C. Reiss and the Clarkson coal docks, or redeveloping existing city-owned land. Commission members proposed focusing on existing redevelopment projects on city-owned land such as the Oredock and the Timeless Timber site. Focusing on the development of the Oredock, in particular, is likely to draw more development interest on other City-owned sites in the Oredock upland area. Developing the waterfront, yet preserving wildlife, is an important community priority.

Megan McBride elaborated on some creative funding that the City can help provide in order to attract development including CDBG funding to improve public infrastructure to support economic development activities.

John Beirl stressed the importance of appropriate zoning to encourage development.

Matt Mackenzie asked about the connectivity from the Oredock to Highway 2 – with an emphasis on capturing the “driveby” traffic that may not be aware of the Oredock.

Megan McBride said that community members have expressed interest in having some low to medium density housing in that area, as well as commercial uses in order to add vibrancy and activity.

Ella Syverson stressed the importance of having some aspect of affordable housing for local residents as well.

Other committee members proposed a mix of short and long term residential in the area, and making sure that the uses complement each other. An ad hoc committee for Oredock upland zoning/PUD was proposed, with an emphasis on gaining diverse input from potential developers as well as existing residents in the area.

Park redevelopment was discussed, with Matt Mackenzie discussing the possibility of developing the Bay City Creek trail to connect with the trails at Northland College.

Katie Gellatly requested a list of the deed restrictions on city-owned land so that the redevelopment specific lots can be discussed.

Megan McBride stressed that any potential selling of parks would include a lot of public input and likely after the City has found developers for existing City-owned land (Beaser Avenue site, Timeless Timber site).

Katie Gellatly voiced concerns about selling parks, particularly in low income areas, and would like to see undeveloped land sold before parkland was considered.

7) Adjournment

Motion to adjourn by Mayor Lewis. Seconded by Laurie Gregor. Passed unanimously.
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The meeting was adjourned at 7:10 p.m. Minutes by Lucas Phillips.

Minutes of the City of Ashland Plan Commission

A meeting of the Plan Commission was called to order on **Tuesday, September 17, 2019**
at 6:00 p.m. in the City Hall Council Chambers.

PRESENT: John Beirl, Laurie Gregor, Mayor Lewis, Matt Mackenzie, David Mettill, Ella Syverson

EXCUSED: Katie Gellatly

STAFF: Megan McBride

1) Call to Order and Roll Call

Mayor Lewis called the meeting to order at 6:30 p.m.

2) Approval of Agenda

Motion to approve the Agenda by David Mettill. Seconded by John Beirl. Passed unanimously.

3) Consent Agenda

a) Approval of minutes from the September 3rd, 2019 Plan Commission meeting

Motion to table the approval of minutes by Ella Syverson. Seconded by John Beirl. Passed unanimously.

Motion to approve the amended Consent Agenda by Mayor Lewis. Passed unanimously.

4) Public Comment (non-agenda items)

No public comments.

5) Action Items

a) Public Hearing and Vote on a Conditional Use Permit to operate a vehicle service/repair use 1100 Lake Shore Drive East, zoned Mixed Residential/Commercial (MRC). Applicant: Richard Bloss.

Motion to go into public hearing by David Mettill, seconded by Laurie Gregor, passed unanimously.

Megan McBride stated for the record the Class 2 Public Hearing notice that was issued, and that discretionary letters were sent to neighbors within 200 feet of the proposed development.

A neighbor who preferred to remain confidential asked several questions and expressed the following concerns:

- The neighbor was confused why a Conditional Use Permit (CUP) was needed at this time as the property has been utilized for similar uses in the past.

Staff response: No Conditional Use Permit or other zoning permit were ever acquired for this property. Therefore, a CUP is needed to continue this use on the property at this time. The property owner came in to discuss this with Planning staff and wants to ensure that all proper permitting is obtained before he reinstates this use at the property.

- The neighbor expressed concerns about the number of vehicles parked on the site at a time, the lack of screening from the adjacent right-of-way, and about the late hours of operation for pick-up and drop off of supplies, materials and vehicles in the past.

Staff response: Megan McBride explained to the concerned neighbor that the conditions for approval would include that the property meet minimum screening requirements and that all operations on vehicles take place inside an enclosed structure.

Craig Gilbaugh who owns the building directly across the street asked Mr. Bloss to provide some information about his intended use of this property.

Richard Bloss explained that he purchased the property to operate as a business with his son who would eventually take it over. He explained that has worked in the vehicle repair business for a long time, including for Tomlinson Towing for 3 years, so he knows the needs of the community and will model his business to meet those needs. Specifically, he will be open 7 days per week to provide service to residents and tourists in need of vehicle repair on weekends, and he also charges by the job as opposed to per hour which makes his services more affordable. He expressed a strong desire to be a good neighbor, and that he would be agreeable to making changes to the site to help it be a good fit for the neighborhood moving forwards.

Janice Matyas explained that she lives directly next to this use and has for some time. She spoke in favor of the proposed use, stating that Mr. Bloss has been a good neighbor and kept the operations on site very quiet so she had no objections to the proposed CUP.

Craig Gilbaugh expressed concerns for the number of vehicles parked on site at a time, and that he has had issues with the late hours of operation in the past. He suggested that a limit to the number of vehicles on site be considered as this has been applied to other similar vehicle-related uses in the City in the past.

Richard Bloss said he understands and feels these concerns are legitimate, and would like to correct them moving forwards. He said that he would have no issue installing a screening fence along the west side of the property, but did express concern for limiting the number of vehicles on the property at a time as this could limit his business and require him to turn customers away. He also explained that he shares the parking area behind his building to the east with the neighboring bar which is why he does not park vehicles over there. He also said that deliveries are received within business hours (8:00am to 5:00pm) which should alleviate noise/traffic concerns related to deliveries.

Laurie Gregor, David Mettillie and Matt Mackenzie all expressed concerns about setting limits on the number of vehicles allowed on the site or the hours of operation. They felt that the proposed conditions would address neighbor concerns, and the City's noise ordinance can be enforced if any related issues arise in the future.

Motion to go out of public hearing by Mayor Lewis, seconded by David Mettillie, passed unanimously. Motion to approve Conditional Use Permit with conditions listed in Staff Report by Matt Mackenzie, seconded by Laurie Gregor, passed 6-0, with John Beirl abstaining.

6) Discussion Items

a) Updates and discussion of Comprehensive Plan implementation

Megan McBride provided updates on the status of the Comprehensive Plan implementation, wanting to ensure that there is an ongoing conversation regarding status of the Comprehensive Plan. She plans on having this as a fairly regular item on future agendas.

7) Announcements/Reports/Comments/Questions

Megan McBride mentioned a zoning workshop that will happen on October 7th.

John Beirl asked about any inquiries regarding development within the City.

Megan McBride mentioned the ongoing interest in the Oredock Upland area, as well as the 509-513 Main St W buildings. She also provided updates regarding the Waterfront Development Plan/CORP update, which will hopefully have a draft sometime in October. The UDO update will follow, hopefully starting in November, and wrapping up in February or March of 2020. Megan McBride also provided updates regarding the Timeless Timber site, which is undergoing wetland delineation, which will help with the RFP process for this site.

8) Adjournment

Motion to adjourn by Mayor Lewis. Seconded by David Mettillie. Passed unanimously.
--

The meeting was adjourned at 7:05 p.m. Minutes by Lucas Phillips and Megan McBride.

Historic Preservation Commission (HPC)
September 23, 2019
Meeting Minutes

Present: Stephen G. Schraufnagel, Elizabeth Madsen/Genzler, Magge Ericson, Allan Smiles and Megan McBride

Absent: Joan Haukaas & Jeff Muse

Called to Order: 5:04 P.M. Adjourned 6:05 P.M.

Location: Council Chambers on the main level at the Ashland City Hall

Email Addresses: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Minutes: A motion to approve the May 20, 2019 meeting minutes was made by Allan Smiles and seconded by Magge Ericson. **Motion carried.**

Public Input (five minutes max): No comments at this time.

Public Hearing Update: The three (3) recently approved Northland College buildings have been removed.

Discuss Future Nominee Listings: Megan McBride will check on the listing of the Soo Line Depot...is it listed?

Old Business

Update on Histoic Tax Credit Marketing: Megan McBride gave us an updated report on the marketing of tax credits in our area.

New Business

Certificates of Appropriateness: None at this meeting.

Update on Plaques and their Placement in the Community: For the record, all the plaques are in the Chairman's garage and area in safe keeping.

Announcements/Reports/Comments/Questions: The following items were discussed:

1. Megan McBride is continuing to work with the State of Wisconsin Historical Society and Traci Schnell regarding funding for creation of another Historic District.
2. Consideration for future Historic Listings in the City of Ashland (COA):
 - a. SOO Line Depot – Megan to check on if they are presently listed.
 - b. St. Andrew's Building (former church)
 - c. Former Hank Martinsen Jr. house on Chapple Avenue (across from Wilmarth Mansion)
 - d. Chapple Avenue Condo buildings – just the former Depot, not any other new buildings on site.

- e. All area churches should be considered, such as Saron Lutheran, Good Shepherd Lutheran Church, etc.

Set Future Meeting Dates: The next HPC meeting is set for December 16, 2019 @ 5:00 P.M. The upcoming meeting dates are as follows:

February 24, 2020 @ 5:00 P.M., in the Council Chambers

April 20, 2020 @ 5:00 P.M., in the Council Chambers

A motion to adjourn this meeting was made by Magge Ericson. The motion was seconded by Elizabeth Madsen/Genzler. **Motion carried.**

Respectfully submitted,

Stephen G. Schraufnagel, Architect
Chairman of the City of Ashland
Historic Preservation Commission

ATTACHMENT TO RESOLUTION #16766 – LEGAL DESCRIPTIONS

1. #5 FIFIELD ROW

Owner: MARGARET ERICKSON

Parcel Number: 201029740000

Legal Description: LOT 5 FIFIELD PLACE

2. 222 11th AVENUE WEST

Owner: JAMES & ELIZABETH MATZINGER

Parcel Number: 201001890000

Legal Description: WEST 100' OF LOTS 11 & 12 BLOCK 23 ASHLAND PROPER V
726 PG 686

City of Ashland – Public Works Committee Meeting

Thursday, December 12, 2019, at 5:30 p.m.

Public Works Conference Room

Agenda Item 1: Roll Call

Present: Bill Kurtz, Jackie Moore, Ed Calhan, Melodie Phipps, John Butler-Public Works Director, Sharon Campbell-Administrative Manager

Absent: Phil Sorensen

Also Present: None

Agenda Item 2: Approval of Previous Meeting Minutes

Ed moved, seconded by Melodie to approve the minutes from the November 14, 2019 Public Works Committee Meeting. Motion carried.

Agenda Item 3: Citizen Participation

None

Agenda Item 4: Unfinished Business

None

Agenda Item 5: Director's Report on Operations & Public Works Activities

a. Operations Update

- The street department continues to plow, the frequency of the storms have required the street crew to be out plowing, overtime continues. The crew is also out clearing site lines at corners.
- The Water Utility had a water main break on 15th Avenue E. in the freshly paved roadway.

Agenda Item 6: New Business

a. Appoint a Committee Chairperson

Move to the January meeting.

b. Discussion on Standard Road Design Sections

John Butler reviewed the standard road widths and classification of roads as presented at a previous committee meeting.

c. Recommendation on Standard Road Design for Vaughn Ave & 7th Street West Reconstruction Project

Bill Kurtz moved, seconded by Ed Calhan recommendation to design Vaughn Ave between 11th Street and 6th Street as a residential collector roadway (36 ft wide) and 7th Street West between Chapple and 4th Ave West a residential 2 roadway (28 ft wide). The motion passed.

Vaughn receives a relatively high volume of traffic and should be designed to accommodate bike facilities and on street parking. 7th St W receives a low volume of traffic, no future bike facilities are planned, and most residents access their homes from alleys.

d. Information on Multimodal Local Supplement (MLS) program application-Waterfront Access Road and Kreher Park Boat Launch Parking Lot

The State of Wisconsin released \$75 million to local and tribal governments in one-time general purpose revenue funding. The funds are available through the Multimodal Local Supplement (MLS) program and may be used for multimodal transportation projects on the local system. The City submitted a grant application for funding of two projects, the boat launch and parking lot at the superfund site and for reconstruction of St Claire St between Prentice and 9th Ave E. Grant notification is expected in early 2020.

e. Discuss 6th Street East Reconstruction Project-Wisconsin Community Development Block Grant (CDGB) Funding

6th Street East between 13th Ave East and 19th Ave E is on the capital improvement list for a complete reconstruct in 2022. The City is applying for CDGB funding. A public hearing was held and the required income survey is in the process of being completed.

f. Update on Council Reporting Procedures

Bullet points will be provided to the council representative of the public works committee to take back to the council at the committee of the whole meeting.

Agenda Item 8: Items of Interest for Future Meetings

- Review City Ordinance Chapter 46 and Appoint a Chairperson
- Provide an Update on the Status of the 2019 Capital Improvement Projects
- Lead Service Lateral Program Information

Agenda Item 9: Set Next Meeting Date

January 9, 2020

Agenda Item 10: Adjournment

Ed Calhan moved to adjourn at 6:35pm, seconded by Melodie Phipps. The motion passed.

SUBJECT: Approve a Resolution to Proclaim the Third Weekend in May as the Observed International Migratory Bird Day in Ashland, Wisconsin (*Parks and Recreation*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES:

EXHIBITS: 1. Proposed Resolution

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51: The item complies with Ordinance 51.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: This item conforms with the CORP and Authentic Ashland 2035

SUMMARY STATEMENT:

The Ashland Parks and Recreation Department is seeking approval from Council of the resolution to proclaim the third weekend in May as Observed International Migratory Bird Day (IMBD) in Ashland, Wisconsin.

With the help of the Ryan Brady, WDNR Research Scientist, the City of Ashland is reapplying to become a Bird City Wisconsin for the seventh year. Being recognized as a Bird City has many benefits including tourism dollars, habitat conservation information, and networking. Bird Watching is the one of the fastest growing forms of outdoor recreation in the US.

This year marks the 13h Annual Chequamegon Bay Birding and Nature Festival in Ashland on May 17-19, 2020. This festival happens each year on the third weekend in May and brings in birders from all over the States. Ashland's observance of IMBD will nicely coincide with the birding celebration and encourage even more visitors to our beautiful area.

A donation is covering the cost of the application process.

A RESOLUTION TO PROCLAIM THE THIRD WEEKEND IN MAY AS THE OBSERVED INTERNATIONAL MIGRATORY BIRD DAY IN ASHLAND, WISCONSIN

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities, and many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring, *and*

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide, *and*

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes. Making public awareness and concern a crucial component of migratory bird conservation, *and*

WHEREAS, since 1993 International Migratory Bird Day (IMBD) has become a primary vehicle for focusing public attention on the nearly 350 bird species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S., *and*

WHEREAS, while IMBD officially is held each year on the second Saturday in May; Ashland, WI will celebrate its observance on the third weekend in May as part of the Chequamegon Bay Birding and Nature Festival, *and*

WHEREAS, IMBD is not only a day to foster appreciation for wild birds and to celebrate, but also support migratory bird conservation,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Ashland to recognize this observance and support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.

PASSED: January 28, 2020

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Operators' Licenses

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Police Department

EXHIBITS:

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The following individuals has applied for an operators' license:

Aidan Reilly
Bobbi Jane Scribner
Tiffany LeAnn Hudack
Phillip Adam Trapp
Anthony James Burn
Richard Allen Martikonis

SUBJECT: Discussion and Approval of the Process for the City Administrator's Annual Performance Evaluation (*Mayor*)

RECOMMENDATION: Approve the Proposed Evaluation Process and Timeline

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor
City Administrator
Human Resources Director

EXHIBITS: 1. Chapter 28 Duties and Responsibilities of City Administrator
2. City Administrator Evaluation Form

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The City Administrator's Employment Agreement states:

"The City Council shall evaluate the performance of the City Administrator in a meeting between the City Administrator and the Council at least once annually during the month of February. This meeting shall serve as a forum to evaluate the past performance of the City Administrator and to establish goals and objectives for the coming year. Any written goals, objectives, or performance plans developed by the Council as a result of the annual evaluation shall be incorporated by reference into this Agreement. If a vote is taken on retention or termination of the City Administrator, the vote totals shall be provided to the City Administrator."

Brant Kucera, the current City Administrator, began his employment with the City on August 27, 2018. This will be the first performance evaluation for him. A review was not done in 2019 due to the fact that he was new to the position and was not well known by Council and staff.

The use of a Stop-Start-Continue review model has been used in the past to evaluate the City Administrator. With this format, Council and City Department Heads who work most closely with him, would use a completed pre-review input form provided by the City Administrator to offer guidance and feedback to the City Administrator as to what goals/activities should stop, start or continue. The Stop-Start-Continue review model would meet the expectations described in the City Administrator's Employment Agreement by providing feedback on past performance and establish future goals and objectives.

The HR Director and Mayor recommend using the attached City Administrator Performance Evaluation form in conjunction with self-evaluation information provided by the City Administrator.

Upon Council approval, the evaluation form will be provided to all City Councilors and the department management team. Completed evaluation forms will be returned to the Human Resources Director by 4 p.m., Friday, February 14, 2020. The HR Director will compile the information and provide the Mayor with an overview document to be used in a face-to-face discussion with the City Administrator prior to February 25, 2020. The City Council will provide feedback to the City Administrator in a closed session at the February 25, 2020 Council meeting.

CHAPTER 28. DUTIES AND RESPONSIBILITIES OF CITY ADMINISTRATOR.

28.01. Office of the City Administrator. In order to provide the City of Ashland with a more efficient, effective, and responsible government under a system of a mayor and common council (hereinafter referred to as “council”) at a time when city government is becoming increasingly complex, there is hereby created the Office of City Administrator for the City of Ashland (hereinafter referred to as “administrator”).

28.02. Appointment, Term of Office and Removal. The administrator shall be appointed on the basis of merit with due regard to training, experience, administrative ability and general fitness for the office, by a majority vote of the council. The administrator shall hold office for an indefinite term subject to removal at any time by a two-thirds vote of the council. This section, however, shall not preclude the council from establishing other employment terms and conditions not inconsistent with the provisions of this ordinance or the Municipal Code of the City of Ashland.

28.03. Functions and Duties. The administrator, subject to the limitations defined in resolutions and ordinances of the City of Ashland and Wisconsin State Statutes, shall be the chief administrative officer of the city, responsible only to the mayor and the council for the proper administration of the business affairs of the city, pursuant to the statutes of the State of Wisconsin, the ordinances of the City of Ashland, and the resolutions and directives of the council. The administrator shall be responsible to and be under the supervision of the mayor on a day-to-day basis. Any dispute between the mayor and administrator shall be resolved by the decision of the council which resolution shall be final and binding. The powers and duties of the administrator are set forth in sections 28.04 through 28.07.

28.04. General Duties.

(a) Implementation. Carry out directives of the mayor and council which require administrative implementation, reporting promptly to the mayor and council any difficulties encountered therein;

(b) Day-to-Day Operations. Be responsible for the administration of all day-to-day operations of the city government including the monitoring of all city ordinances, resolutions, council meeting minutes and state statutes;

(c) Strategic Plan. Annually after the spring general election, the Administrator and Council shall jointly develop a strategic plan outlining the goals and objectives to be accomplished by the resources of City government for the following budget year. The strategic plan, to be reviewed and adopted by the Council by May 15th annually, shall serve as guidance for the allocation of municipal resources during the following fiscal year. The strategic plan shall:

- (1) Take into account the City’s planning documents of record;
- (2) Consider the results of the most recent surveys of community residents;
- (3) Consider the resources of the City available for implementation; and
- (4) Reflect on the capacity of staff to implement.

(d) Efficiency. Establish when necessary administrative procedures to increase the effectiveness

and efficiency of city government according to current practices in local government, not inconsistent with paragraph 3 above or directives of the mayor and council;

(e) Non-Voting Board Member. Serve as ex-officio nonvoting member of all boards, commissions and committees of the city, except as specified by the council or Wisconsin State Statutes;

(f) Keeping Informed. Keep informed concerning current federal, state, and county legislation and administrative rules affecting the city and submit appropriate reports and recommendations thereon to the council;

(g) Coordinate Funding. Coordinate initiatives to secure federal, state, county or private funds for local programs. Assist department heads and the council in obtaining these funds under the direction of the mayor and the council;

(h) Representation. Represent the city in matters involving legislative and intergovernmental affairs as authorized and directed as to that representation by the mayor and council;

(i) Public Information Officer. Act as public information officer for the city with the responsibility of assuring that the news media are kept informed about the operations of the city and that all open meeting rules and regulations are followed;

(j) Communication. Establish and maintain procedures to facilitate communications between citizens and city government to assure that complaints, grievances, recommendations and other matters receive prompt attention by the responsible official, and to assure that all such matters are expeditiously resolved;

(k) City Projects. Coordinate and ensure development of city projects such as the Waterfront Development Plan and Comprehensive Plan;

(l) Leadership. Contribute to and be a vital part of the leadership team that is charged with developing Ashland's future;

(m) Goals and Objectives. Promote the well-being of the City of Ashland through public and private sector cooperation. Coordinate the development and acceptance of city-wide goals and objectives. Ensure that achievement plans are created and successfully implemented for these goals and objectives;

(n) Promoting Economic Development. Work in conjunction with appropriate stakeholders such as commercial, industrial, and citizen representatives to promote the economic well-being of Ashland.

28.05. Responsibilities to the City Council.

(a) Meetings. Attend all meetings of the council, assisting the mayor and the council as required in the performance of their duties;

(b) Agendas. In coordination with the mayor, the council, and the clerk, ensure that appropriate agendas are prepared for all meetings of the council, all council committees, and all other appropriate committees and commissions of the city, together with such supporting material as may be required; with nothing herein being construed as to give the administrator authority to limit or in any way

prevent matters from being considered by the council, or any of its committees and commissions;

(c) Ordinance and Resolution Preparation. Assist in the preparation of ordinances and resolutions as requested by the mayor or the council, or as needed;

(d) Reporting to Council. Keep the mayor and council regularly informed about the activities of the administrator's office by oral or written report at regular and special meetings of the council;

(e) Directives. In the event that action normally requiring council approval is necessary at a time when the council cannot meet, the administrator shall receive directives from the mayor

28.06. Personnel.

(a) Supervising. Be responsible for the administrative direction, supervision, and coordination of all employees of the city according to the established organization procedures;

(b) Department Heads. Recommend to the mayor the appointment, promotion, and when necessary for the good of the city, the suspension or termination of department heads;

(c) Personnel. In consultation with the appropriate department head, be responsible for the appointment, promotion, and when necessary for the good of the city, the suspension or termination of employees below the department head level;

(d) Evaluations. Coordinate with the personnel officer for the city to see that complete and current personnel records, including specific job descriptions, for all city employees are kept; evaluate the performance of department heads on a regular basis; assure that employees below the department head level are evaluated by their supervisor(s) on a regular basis; recommend salary and wage scales for city employees not covered by collective bargaining agreements; develop and enforce high standards of performance by city employees; assure that city employees have proper working conditions; work closely with department heads to promptly resolve personnel problems or grievances;

(e) Negotiations. Assist in labor contract negotiations and collective bargaining issues;

(f) Employee Training. Work closely with department heads to assure that employees receive adequate opportunities for training to maintain and improve their job-related knowledge and skills and act as the approving authority for requests by employees to attend conferences, meetings, training schools, etc., provided that funds have been budgeted for these activities.

28.07. Budgeting and Purchasing.

(a) Preparation of Budget. Be responsible for the preparation of the annual city budget, in accordance with guidelines as may be provided by the city council and the mayor and in coordination with department heads, and pursuant to state statutes, for review and approval by the mayor and the council;

(b) Administering Budget. Administer the budget as adopted by the council;

(c) Fiscal Reporting. Report regularly to the council on the current fiscal position of the city;

(d) Accounting System. Supervise the accounting system of the city and ensure that the system employs methods in accordance with current professional accounting practices;

(e) Purchasing. Serve as the purchasing agent for the city, supervising all purchasing and contracting for supplies and services, subject to the purchasing procedures established by the council and any limitation contained in the Wisconsin State Statutes;

28.08. Cooperation. All officials and employees of the city shall cooperate with and assist the administrator so that the city government shall function effectively and efficiently.

28.09. Severability. The provisions of this ordinance shall be deemed severable and it is expressly declared that the Council of the City of Ashland would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid; and if any provisions of this ordinance or the application thereof to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

ADOPTED: 28 (1313) 3/15/1994

AMENDMENTS: 28 (1627) 3/28/2006; 28 (1805) 4/16/2013; 28 (1829) 7/29/2014;
28 (2018-1903) 5/29/2018;

CITY OF ASHLAND City Administrator Performance Evaluation

Evaluation for: Brant Kucera

Review period: September 2018 to January 2020

Reviewer: _____ Date: _____

This form shall serve as a tool to evaluate the past performance of the City Administrator and assist in establishing goals and objectives for the coming year. Evaluation feedback will be acquired from the Mayor, City Council and the department management team. To assist in your evaluation, attached is information provided by the City Administrator highlighting accomplishments during this period.

Please provide brief statements for the following questions. Your comments will be incorporated into an evaluation feedback document that will be provided to the City Administrator and City Council by the Mayor. Return the completed form to the HR Director by 4 pm, Friday, February 14, 2020.

Your participation and prompt response to this request are greatly appreciated.

Stop

What are three recommendations you would make to the City Administrator related to actions that you would advise to stop.

1. _____
2. _____
3. _____

Start

What are three recommendations you would make to the City Administrator related to actions that you would advise to start.

1. _____
2. _____
3. _____

Continue

What are three recommendations you would make to the City Administrator related to actions that you would advise be continued.

1. _____
2. _____
3. _____

SUBJECT: Approve Agreement by and between the City of Ashland and Town of Sanborn for
Emergency Medical Services (*Administration*) Roll

RECOMMENDATION: Approve contract as written.

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: City Attorney
Fire Chief

EXHIBITS: 1. Agreement by and between the City of Ashland and Town of
Sanborn for Emergency Medical Services

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 22, 2020 that the
Town of Sanborn is in compliance with the provisions of
Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The City has been working with Sanborn Township on a long-term agreement for Fire and EMS services that would mirror the other units of government that we contract with for these services.

During our discussions with Sanborn they made it clear that they were going to use their own volunteer fire department to provide fire protection for the township. The attached agreement is a seven (7) year agreement for EMS services only. The cost of the contract includes 1.5% annual increase which is the same for the other municipal agreements.

**AGREEMENT BY AND BETWEEN THE
CITY OF ASHLAND
AND
TOWN OF SANBORN
FOR EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT by and between the City of Ashland, Ashland County, Wisconsin (hereafter referred to as "City") and the Town of Sanborn, Ashland County, Wisconsin (hereinafter referred to as "Town") is hereby made effective January 1, 2020.

WITNESSETH:

WHEREAS, the City has for its own use, equipment and staff to adequately provide emergency medical services within the corporate limits of the City; and

WHEREAS, the Town, which is located within a close proximity to the City and is desirous of partnering with the City in providing its residents the emergency medical services as required under Section 60.565, Wisconsin Statutes; and

WHEREAS, the City is willing to partner with the Town in providing such services on a basis of sharing the operating expenses for emergency medical services between the City and contracting municipalities.

WHEREAS, Section 66.03125, Wisconsin Statutes, permits such intergovernmental cooperative agreements to be entered into.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Advisory Service Board shall mean a committee composed of one representative from each of the municipalities who have entered into either fire protection service or emergency medical service contracts with the City of Ashland for the purpose of meeting regularly with the Chief to discuss emergency medical service issues.

1.2 Chief shall mean the City of Ashland Fire and Ambulance Service department head.

ARTICLE 2

CITY COVENANTS

2.1 The Town of Sanborn no longer requests any service/coverage to any part of the Town of Sanborn for any type of fire service coverage. This Contract will include EMS and Wilderness Rescue Services (Rescues requiring ATV and/or Snowmobile and Rescue sled) only. This option will also waive any fees for additional services such as fire units, extrication services, or other apparatus charges based on the City of Ashland's fee schedule.

2.2 Emergency Medical Services to be Provided. The City agrees to make specified Emergency Medical Services available to the Town that will include EMT - Paramedic.

2.3 Ambulance Service Charges. All users of emergency medical services (ambulance service) will receive an invoice for services rendered. The City agrees to charge bonafide residents of the jurisdictions under contract for emergency medical (ambulance) services the resident rate as established from time to time by the Ashland Common Council.

2.4 Transport. The City agrees to transport the sick and injured to a hospital based upon the decision of an Emergency Medical Technician (EMT) as determined by the patient's condition, or as directed by a licensed physician under emergency conditions.

ARTICLE 3

TOWN COVENANTS

3.1 Remitting of Payment for Services. The Town hereby covenants and agrees that it will:

- a. Remit payments to the City for emergency medical services in accordance with the terms of this Agreement; and
- b.
- c. Carry out its obligations as required by this Agreement.

ARTICLE 4

ADVISORY BOARD

4.1 Advisory Board Established. There shall be an Advisory Service Board for the purpose of meeting with the Chief to discuss fire service and emergency medical service issues.

4.2 Membership. Each municipality who enters into an agreement with the City for fire protection service, emergency medical service, or both, shall designate no more than one representative to serve on the advisory board. The Town shall decide how its member to the Advisory Board will be selected. The Town has sole responsibility to inform the City of the current name, address, phone number and e-mail address (if available) of its representative to the advisory board.

4.3 Meetings. At a minimum, the Advisory Board will meet annually to discuss issues brought to the Chief's attention.

ARTICLE 5
TERM, RENEWAL, & TERMINATION

5.1 Term. The term of this Agreement shall be for a period of seven (7) years commencing at 12:01 a.m. on January 1, 2020 and terminating at midnight on December 31, 2026.

5.2 Renewal. This Agreement shall automatically renew for consecutive one-year (12-month) periods unless terminated according to the provisions of Section 5.3.

5.3 Termination. It is understood by both parties that termination of this Agreement shall be undertaken via a written "Notice to Terminate" delivered to the Clerk of the other party no less than two (2) years in advance of the termination date. Any notice to terminate issued under this provision of the Agreement shall be effective at midnight on December 31st.

5.4 Termination Obligation. In the event that the Town opts to terminate this Agreement before the initial concluding date (December 31, 2026), the Town shall pay the City the sum of \$10,000 per year for each remaining year of the initial Agreement period. This payment is to compensate the City for the cost of termination or idling the City's personnel and/or equipment allocated to service this Agreement. The termination Obligation shall not apply to termination of the Agreement after December 31, 2026.

ARTICLE 6
ANNUAL PAYMENT

6.1. Annual Emergency Medical Services Charges. The annual charges to be paid by the Town for emergency medical services are as follows:

- a. 2020 Contract Year - \$ 102,837
- b. 2021 Contract Year - \$ 104,380
- c. 2022 Contract Year - \$ 105,946
- d. 2023 Contract Year - \$ 107,535
- e. 2024 Contract Year - \$ 109,148
- f. 2025 Contract Year - \$ 110,785
- g. 2026 Contract Year - \$ 112,447

6.2 Annual Payments to the City. All payments owed the City by the Town for emergency medical services, as provided for in Section 6.1 above, shall be due and payable to the City in two equal installments. The first installment shall be payable no later than January 31st annually. The second payment shall be payable no later than July 31st annually. Payments received after the specified date(s) shall be subject to a "late fee" penalty of \$50.00 per day for up to 10 days and \$100.00 per day for every day thereafter.

6.3. EMS Invoices. In addition to the service fee provided for in Section 6.1 above, those Town residents using the emergency medical service shall receive an invoice for services rendered by the City. Said billing shall be comprised of the base ambulance rate (Basic Life Support or Advanced Life Support) and miscellaneous supplies used to provide necessary patient care to the user. Specialized services such as motor vehicle extrication, silo extrication, search and rescue, or any other service provided by the Ashland Fire Department shall be billed to the patient/responsible party.

ARTICLE 7
EQUIPMENT PURCHASES

7.1 Equipment Title. The City is solely responsible for all capital expenditures undertaken for the purchase of vehicles, buildings, and or land required to render the services described herein are the property of the City. Such assets, whether acquired before or during the contract term, will remain the property of the City in the event of termination, expiration, or non-renewal of this Agreement.

ARTICLE 8
MUTUAL AID AND OTHER PAYMENTS

8.1 Mutual Aid Reimbursement. It is understood that this Agreement does not provide for the payment of mutual aid assistance by the City for area or regional responses to incidents within the Town outside the scope of this Agreement. In the event that an emergency service not party to any applicable local mutual aid agreement is called into the Town and desires to be reimbursed for providing mutual aid, hazardous material cleanup or containment, search and rescue services, or some other emergency services qualifying under Wisconsin Statute for mutual aid reimbursement, the Town agrees to be solely responsible for the payment of such services.

8.2 Right to Reimbursement. The Town assigns to the City, its right to reimbursement for costs incurred in responding to a fire call on a county trunk or state trunk highway pursuant to Section 60.557, Wisconsin Statutes.

ARTICLE 9
REPRESENTATIONS OF SERVICE

9.1 Effectiveness of Municipal Service. It is understood by both parties that the City does not, by this Agreement, make any representations as to the effectiveness of its equipment or personnel in performing the services hereby contracted for, and that said services have been offered at the request of the Town as a substitution for the Town furnishing its own services.

9.2 Access. It is understood by all parties that there shall be no expectation of service if:

- a. Road conditions do not permit safe travel or access by emergency vehicles;
- b. Weather conditions do not permit the passage of emergency vehicles;
- c. Properties are not properly signed with fire numbers; or if,
- d. Driveways and private roads:
 - 1. Are not configured to a proper width to permit passage by emergency vehicles;
 - 2. Do not have necessary clearances for passage of emergency vehicles;
 - 3. Do not have supporting structures such as bridges or culverts of satisfactory strength to support passage of emergency vehicles;
 - 4. Are not provided with turnarounds; or,
 - 5. Are not maintained in a proper condition to provide for the safe passage or maneuvering of emergency vehicles.

9.3 Road Access Plans. The Town agrees to develop road maintenance/access plans to insure passage by emergency vehicles.

9.4 Multiple Calls. In the event an emergency occurs in the City or in another contracting municipality while the City is dispatched to respond to an emergency in the Town, it may be necessary for the City to issue a call for mutual aid and/or removal or reallocation of selected equipment and personnel from the scene in the Town. Such determination to remove or reallocate equipment shall be made by the Fire Chief, Incident Commander, Dispatcher, or other individual assigned responsibility for the response.

ARTICLE 10

ADDRESSES & SIGNAGE

10.1 Addresses & Signage. All areas of the Town shall be adequately addressed and all streets and roads adequately signed. Ten (10) complete and accurate lists showing fire numbers, streets and roads and property owners and water supply points shall be provided to the City prior to the effective date of this Agreement. Said lists shall be prepared and updated annually at the Town's expense.

10.2 Property Notifications. The Town is requested to notify its property owners annually of the necessity of providing proper driveway and roadway clearances for access of emergency vehicles. Such notification is intended to make property owners aware that emergency responses will be hampered if equipment cannot travel rural driveways to gain access to building sites.

ARTICLE 11

MISCELLANEOUS

11.1 Amendments. Neither this Agreement nor any of the terms, covenants, or conditions herein may be modified or amended except by an agreement in writing approved and executed by the governing boards of all of the parties.

11.2 Indemnity. The Town hereby agrees to indemnify and hold the City harmless from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, judgments costs and expenses (including, but not limited to, reasonable attorney's fees) imposed upon, incurred by or, asserted against the City during or with respect to the term hereof, arising from any act or omission of the City under this Agreement or from any failure of the City to duly and fully perform or comply with any of all the terms of this Agreement.

11.3 Severability. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or enforceable under applicable law, then the remainder of the Agreement shall not be affected.

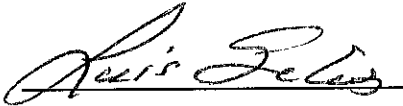
11.4 Construction. The headings of the paragraphs and subparagraphs of this Agreement are for convenience only and shall in no way affect the construction or effect on any of the terms, covenants, or conditions hereof.

11.5 Notices of Claim, Complaints. If either party receives a notice of claim or is served with a summons and complaint for any act or omission arising from this Agreement, the party shall forthwith provide a copy to the other party. This provision is meant to provide information to both parties about any pending claim and does not relieve any third party of its obligation to properly

serve any notice or legal process on a party of its obligation to properly serve any notice or legal process on a party believed by the third party to bear liability for any act or omission.

11.6 Notices. Any notice required or allowed to be given under this Agreement by one party to the other shall be addressed to the Clerk at the Ashland City Hall, 601 W. Main Street, Ashland, Wisconsin 54806, or to the Town Clerk at the address of record.

IN WITNESS WHEREOF, THE TOWN OF SANBORN has caused this agreement to be signed by Lars Silas; it's Chairman and attested to by Janie Weaver, its Town Clerk, this 13th day of January, 2020.



Chairman



Town Clerk

IN WITNESS WHEREOF, THE CITY OF ASHLAND has caused this agreement to be signed by Debra S. Lewis, its Mayor and attested to by Denise Oliphant, its City Clerk, and Barbara Clement, its comptroller, this _____ day of _____, 2020

Debra S. Lewis
Mayor

Denise Oliphant
City Clerk

Barbara Clement
Comptroller

Tyler W. Wickman
City Attorney

SUBJECT: Approve a Resolution to Authorize the Establishment of Bicycle and Pedestrian Facilities as Part of the Future 11th Street East Roadway Reconstruction Project (*Public Works*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Parks and Recreation Director

EXHIBITS:

1. Proposed Resolution
2. Proposed Road Section
3. 2020-2021 MSDI Project Application Supporting Documentation

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA Project Costs to be budgeted in future years

APPROPRIATION REQUIRED: NA Contingent upon grant award

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

In October 2019, the Public Works Department submitted a grant application for reconstruction of 11th Street East from Ellis Avenue to Prentice Avenue. The road was overlaid in 2007 but the roadway has been observed to be deteriorating more quickly due to poor subgrade conditions.

The application was submitted through the Wisconsin Department of Transportation (WIDOT)'s discretionary grant program for local road improvement projects. Grant awards will be determined by a committee of local government officials.

Total estimated project cost is \$783,100 and the City would be responsible for at least \$171,240 in costs ineligible for WIDOT funding.

The proposed roadway section is attached and the project would include the construction of paved bike lanes. Safety improvements for pedestrian crossings are also a part of the application.

Wisconsin State Statute 84.01 (35) Paragraph D states that if bicycle and pedestrian facilities are included as part of the project funded by the WIDOT's local road improvement program, the governing body in which the project will occur must adopt an official resolution approving the construction of those facilities.

RESOLUTION TO AUTHORIZE THE ESTABLISHMENT OF BICYCLE AND PEDESTRIAN FACILITIES AS PART OF THE FUTURE 11TH STREET EAST ROADWAY RECONSTRUCTION PROJECT

WHEREAS, the Wisconsin Department of Transportation (WIDOT) has funding for roadway improvements available under the Municipal Street Improvement Discretionary program, and the City of Ashland has submitted an application for funding to support the 11th Street East roadway reconstruction project,; and

WHEREAS, the 11th Street East Roadway Reconstruction Project, as submitted by the City of Ashland, includes the construction of bicycle and pedestrian facilities; and

WHEREAS, section 84.01 paragraph 35 Section D of Wisconsin State Statute requires the governing body in which the project will occur to adopt an official resolution approving the construction of bicycle and pedestrian facilities if the project will be supported by funds from the Municipal Street Improvement Discretionary program.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Ashland does authorize the establishment of bicycle and pedestrian facilities are part of the 11th Street East Roadway Reconstruction Project, as submitted to the Wisconsin Department of Transportation Municipal Street Improvement program.

PASSED: January 28, 2020

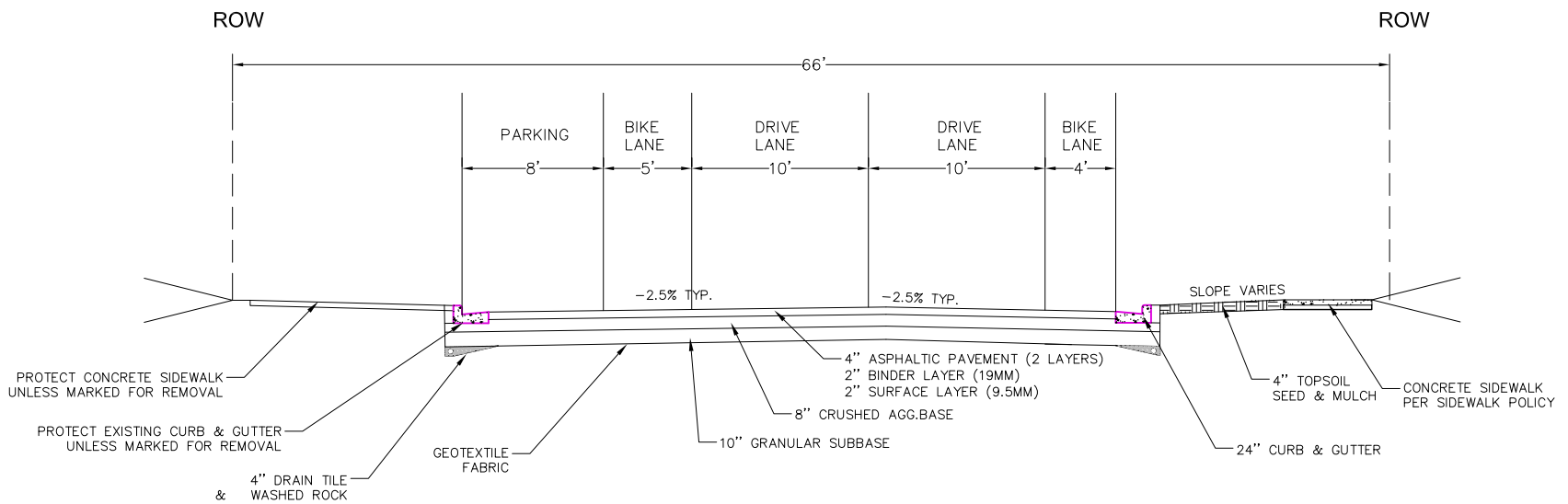
Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney



**TYPICAL ROAD SECTION
PARKING ONE SIDE WITH BIKE LANES**



**2020-2021 MSID PROJECT APPLICATION
SUPPORTING DOCUMENTATION
ASHLAND, WI**

Project: 11th Street East: STH 13 to Prentice Avenue

General Information

11th Street East is a Collector Street in the City of Ashland. It is a direct connection to State Highway 13. Adjacent land use includes the Ashland Middle School, High School football field, and residential properties. The Ashland City Council has designated 11th Street a bicycle route with bike lanes being desirable. 11th Street sidewalks have high pedestrian use especially when school is in session.

The last major surface improvement was a mill and overlay in 2007. Since then the asphalt pavement surface has deteriorated at an accelerated pace due to poor subgrade conditions. A total reconstruction is required to correct this issue.

AADT is 930 according to a 2009 WisDOT traffic count.

Safety Improvements

The Ashland Middle School is located at the corner of 11th Street East and STH 13. School zone lights and signs alert motorists that they are entering a school zone. The STH 13 pedestrian crossing is painted and signs mark the crossing. Submitted photos show typical traffic conditions in the morning ahead of school start time.

Proposed installation of rectangular rapid flash beacons would improve the safety of the 11th Street STH 13 pedestrian crossing. Vehicle traffic counts spike in the morning just before school begins due to people going to work, people dropping off students, and school bus traffic. Pedestrian use also spikes at the same time mainly due to students walking to school. For this reason solar powered rectangular rapid flash pedestrian crossing signals will be included in the project at the STH 13 school zone crossing.

The project would also include paved bicycle lanes on each side of the road. 11th Street East is a City approved bicycle route.



Reconstruction Work Description

Road construction improvements will include granular subbase, gravel base, asphalt pavement surface and concrete sidewalks. Underground utilities that will be replaced include storm sewer pipe and structures, water main and water services, and sanitary sewer main crossings. Drain tile pipes will be installed at the outer edge of the road.

Traffic volume AADT count was 930 in 2009. Vehicular traffic is quite high during the school year in the early morning and again in the afternoon when the school day is over. There are also other high vehicular volume times during special school events and High School football games at the adjacent football field.

SUBJECT: Approve Professional Services Agreement with Cedar Corporation for Vaughn Avenue and 7th Avenue West Utility and Reconstruction Project Engineering Design (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS:

1. Professional Design Engineering Services Proposal, Cedar Corporation, January 23, 2020
2. Cedar Corporation Agreement, April 2018

EXPENDITURES REQUIRED: \$19,800

AMOUNT BUDGETED: \$72,618 - Engineering Staff Wages (PW Engineering & GIS)

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 23, 2020 that Cedar Corporation is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: N/A

SUMMARY STATEMENT:

The Public Works Department has been working toward completion of the engineering design for the Vaughn Avenue roadway reconstruction contract with internal staff. The technical design (plans, specifications, and contract documents) is 85% complete.

Unexpected staffing changes have impacted the Public Works Department's ability to complete the remaining portion of the work in time for the 2020 construction season.

In April 2018, the Council approved a three-year agreement with Cedar Corporation for Engineering Services. The agreement established master terms and conditions, with specific engineering services and costs identified

on a project by project basis.

This professional services agreement is being approved under the 2018 agreement. The cost of the engineering services provided by Cedar Corporation will be funded by unused wages from the Public Works Engineering budget.

A detailed proposal will be provided at the Council meeting.

January 23, 2020

John Butler, P.E., Public Works Director
City of Ashland
2020 6th Street East
Ashland, WI 54806

RE: Professional Design Engineering Services Proposal
2020 Vaughn Avenue and 7th Street West Reconstruction Project
City of Ashland, WI

Dear Mr. Butler, Mayor Deb Lewis & City Council:

Cedar Corporation is pleased to submit this proposal to provide professional design engineering services related to Vaughn Avenue and 7th Street West Reconstruction Project for construction in year 2020, City of Ashland, Wisconsin.

SCOPE OF PROJECT: The City of Ashland is requesting professional design engineering services to assist with completing construction plans and details in process by city staff including field topographic and data collection survey design base map and completed preliminary plan/profiles/detail drawings to be provided by Client, complete final design plan/profiles/details/cross-sections, schedule of bid items quantities, public information meeting/open house, staff/committee/council/governing agency meetings, opinion of probable costs, permit requests, specifications and bid documents, quality assurance/quality control review, municipal bidding assistance, attend bid opening, bid tabulation results and recommend bid award, and construction contract documents for Vaughn Avenue and 7th Street West Reconstruction approximately 2,800 lineal feet street, curb, water main, storm sewer, service laterals, sidewalk, construction erosion and restoration improvements for construction in year 2020.

SCOPE OF SERVICES: Cedar Corporation (hereinafter called "Engineer") proposes to render professional design engineering services for City of Ashland (hereinafter called "Client") with respect to the above Scope of Project related to the Vaughn Avenue and 7th Street West approximately 2,800 lineal feet street, curb, water main, storm sewer, service laterals, sidewalk, construction erosion and restoration improvements for construction in year 2020, City of Ashland, Wisconsin (hereinafter called "Project"). The Engineer will provide required professional design engineering services during the course of the Project as follows:

Surveying: Provided by Client.

- Field topographic and data collection surveying, and digital dwg AutoCADD electronic format base map in accordance with standard surveying practices, to the extent necessary to complete the engineering design of the Project described above; including accurately reflect current conditions for street, curb, water main, storm sewer, sanitary sewer, service laterals, sidewalk, construction erosion and restoration, etc., installations that may influence the Project design and construction is to be provided by the Client.

Preliminary Design Engineering Drawings: Provided by Client.

- Attend initial kickoff meeting with city staff to discuss overall Project goals and to finalize the Project work plan and schedule, and review completed preliminary design plans.
- Client to provide digital dwg AutoCADD electronic format of completed preliminary plan and profiles, details, cross-sections, notes, title sheet, title block, etc., showing general alignment and profile of street,

curb, water main, sanitary sewer, service laterals, storm sewer, sidewalks, etc., and appropriate sized storm sewer, water main and service laterals to fit within existing roadway areas, easements, etc.

- Review governing agency permit requirements.
- Incorporation and refinement of any necessary or suggested changes in the preliminary design.
- Attend required city staff, committee, council and other governing agency meetings.

Final Design Engineering, Plans, Specifications, Bidding Documents, Permits:

- Preparation of final design documents, including street/curb/water main/storm sewer/sanitary sewer /service laterals/sidewalk plan and profile sheets, typical street sections, street cross-sections, construction detail sheets, construction notes, erosion control, restoration, construction specifications and bidding documents, and opinion of probable costs.
- Coordination with various private utility companies (electric, lighting, gas, cable tv, communications, etc.) for their design and construction installation or relocations.
- Preparation and submittal of necessary regulatory permit request application forms to the Wisconsin Department of Natural Resources for respective water main and sanitary sewer extensions, construction erosion control Water Resource Application Project Permit Discharge Storm Water from Construction Site (WRAPP).
- Submittal of 90% completed plans and specifications for review by the Client.
- Updated cost estimates at the 90% complete stage.
- Incorporation of comments received and prepare 100% completed plans and specifications.
- Coordinate and present at Public Information Meeting/Open House.
- Attend required city staff, committee, council and other governing agency meetings.

Bidding:

- Prepare municipal unit price bid quantities take offs from plans and prepare bid document form.
- Prepare Advertisement for Bid to be published in the Client's official newspaper, and the Engineer will post the Project to its Website via the Quest Electronic Construction Document Network, or provide to Client for post on their Website, for bid documents download by prospective bidders.
- Provide answers and clarification of questions from contractors, suppliers, sub-contractors, and Client during bidding, including preparation of any necessary bid addendums.
- Attend public bid opening at City Public Works Department or City Hall.
- Review the bid results, prepare bid tabulation results for all bidders, confirm that low bidder has obtained all bonds and insurance, is capable of completing the work, and recommend bid award after review of all bids.
- The Engineer will coordinate the issuance of Notice of Award, execution of Contract Documents, required Bonds and Insurance, and Notice to Proceed with the Client.
- Attend required city staff, committee, council and other governing agency meetings.

Construction Engineering: To be provided pursuant to Client proposal contract request if desired.

COMPENSATION: The Client agrees to pay the Engineer an hourly time and materials “Not to Exceed” fee for professional design engineering services for the Project in the amount listed below pursuant to the proposed services listed in the above Scope of Services. Any additional work not included in the Scope of Services will be invoiced to the Client on an hourly time and material basis. The Engineer will provide the Client a written quote for any additional work at the Client’s request. The Client will be responsible for all applicable governing agency fees including but not limited to permit, review, application, recording, etc., fees.

CONSTRUCTION YEAR 2020, VAUGHN AVENUE AND 7TH STREET WEST RECONSTRUCTION PROJECT – 2,800 TOTAL LINEAL FEET STREET, CURB, WATER MAIN, STORM SEWER, SANITARY SEWER, SERVICE LATERALS, SIDEWALK, CONSTRUCTION EROSION, AND RESTORATION IMPROVEMENTS

City Estimated Construction Cost & 15% Contingency	\$1,590,000
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Design Engineering Fee:

Field Topographic & Data Collection Surveying, Design Base Map - By Client	\$0
Preliminary Design - By Client	\$0
Final Design Engineering Plans	\$9,000
Governing Agency Permit Requests & Meetings	\$900
Specifications & Bidding Documents	\$4,000
Bidding, Bid Opening, Bid Tabulation Results, Bid Award Recommendation	\$1,900
Contract Documents/Bonds/Insurance, Bid Award, Notice to Proceed	\$500
City Design Team Meetings (Assume 2)	\$1,600
Public Information, City Council & Committee Meetings	\$0
Total Design Engineering Hourly Time & Materials “Not to Exceed” Fee	\$17,900

Additional design engineering services, if required or desired by Client:

Special Assessment Report	\$1,900
Construction Engineering	\$TBD

CLIENT SUPPLIED INFORMATION: The Client will provide the Engineer with electronic AutoCADD Civil 3D dwg file of existing field topographic and data collection survey and base map and preliminary plans for design; available copies of construction record plans for existing water system/sanitary sewer system/storm sewer system/water and sanitary sewer service laterals, city utility systems maps, sanitary and storm sewer televising video and report, assessor property owner maps and parcel information, street and highway right-of-way maps, recorded easement documents, property title search if needed, known site environmental issues and concerns, recorded boundary survey/certified survey/plat maps, Project review input and comments, etc. for the Project.

DESIGN TIMELINE: The Engineer’s services shall be performed as expeditiously as is consistent with the orderly progress of the Project. The Engineer shall make every effort to complete the work within the time frame set by the Client. The Cedar Corporation team has the capacity and availability to commence work immediately. The following is the Engineer’s proposed design services timeline for the construction year 2020 Project:

CONSTRUCTION YEAR 2020, VAUGHN AVENUE AND 7TH STREET WEST
RECONSTRUCTION PROJECT – 2,800 LINEAL FEET STREET, CURB, WATER MAIN, STORM
SEWER, SANITARY SEWER, SERVICE LATERAL, SIDEWALK, CONSTRUCTION EROSION
AND RESOTRATION IMPROVEMENTS

TASK	COMPLETION DATE
City of Ashland Notice to Proceed (City Council Meeting)	January 28, 2020
Field Topographic & Data Collection Survey & Base Map By City	Complete
Preliminary Design Engineering	Complete
Public Information Meeting	February 17, 2020
Final Design Engineering	March 4, 2020
Specifications & Bid Documents	March 4, 2020
Advertisement for Bids	March 4 & 11, 2020
Bid Opening at City Hall	March 18, 2020
City Council Bid Award	March 31, 2020
Permit Request Approval	April 2020
Notice of Award & Contract Documents	April 2020
Notice to Proceed & Pre-Construction Conference	May 2020
Commence Construction	May 2020
Substantial Complete Construction	August 2020
Final Complete Construction (Restoration Establishment)	September 2020

SERVICES NOT PROVIDED AS PART OF THIS PROPOSAL: Archaeological studies and investigations, environmental studies and assessments, endangered resources studies and reports, environmental investigations, title search, land acquisition, field topographic and data collection survey and base map, preliminary design, private utilities design and construction (electric, lighting, gas, cable tv., communications, etc.), construction engineering, storm sewer watershed hydrologic and hydraulic study analysis, construction staking and layout, construction observation and coordination, construction administration, construction record drawings, property surveys, boundary surveys, street and roads right-of-way surveys and map, easements, field locating and marking of existing underground utility systems, governing agency permit fees, ecological studies and investigations, field wetland delineation and report, wetland fill and mitigation related permits, flood plain studies and determination, flood plain permits, WisDOT traffic impact analysis and report, WIDOT Trans 233 permits and approval request, and historical site studies and investigations are not included as part of this proposal.

PAYMENT POLICY: Client agrees to pay Engineer the amount shown on invoices presented to the Client for services rendered on a monthly basis. All invoices are due within 30 days of receipt.

AGREEMENT: If these terms, as stated above, are understood and agreeable, please sign both copies of this proposal and return one to our office by mail, email or fax.

Sincerely,

CEDAR CORPORATION



Russ Kiviniemi, P.E.
Principal

Brian Chapman
Project Manager

Accepted this _____ day of _____, 2020

By: _____
Deb Lewis, Mayor
City of Ashland

John Butler, P.E., Public Works Director
City of Ashland



AGENDA BILL

Ref: 087

COMMITTEE AGENDA:

COUNCIL AGENDA: 8M (04-17-2018)

SUBJECT: Approval to Enter into a Three Year Agreement with Cedar Corporation for Engineering Services for the Public Works Department

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works Department

DATE SUBMITTED: April 6, 2018

CLEARANCES: Public Works Department

EXHIBITS: A-Statement of Qualifications to Offer Professional Services
B-Treasurer's Certificate

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: The Treasurer's Office has certified that the provisions of Ordinance 923.10 have been complied with.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

RECOMMENDATION: Approve entering into a three year agreement with Cedar Corporation for engineering, architectural, surveying and planning services, and to serve as a resource and liaison, pursuant to task orders.

SUMMARY STATEMENT:

The Public Works Department has several projects coming up that require some level of engineering services. It is not unusual for a municipality to have an engineering firm available to provide services for City staff.

The agreement itself will not cause the City to incur expenses for engineering services. Engineering expenses will originate with the individual task orders that will be based upon the project. Task orders will contain the specifics on the service that will be provided and the estimated cost of the service.

The City advertised and received five proposals for consulting engineer services from Cooper Engineering, C&S Design & Engineering, Strand Associates, MSA Professional Services, and Cedar Corporation.

Cedar Corporation has been in business since 1975 and has four office locations. They are a full-service engineering company and have a presence in the area at the Superfund Site. Cedar Corporation will work along with the Civil Technician on projects and will attend City Council meetings. Cedar Corporation has experience with Water and Waste Water Utility improvements, and civil/municipal experience.

Staff recommends entering into a three year agreement with Cedar Corporation.

Universal Truck Equipment and Monroe Truck submitted bids for the stainless steel box, 10 ft. sander/dump body, 9 ft. heavy duty patrol wing, 12 ft. reversible head plow, 12 ft. fixed angle underbody scraper, liquid dispenser pre-wet system and the hydraulics. Staff reviewed the specifications and recommended to purchase the dump box and attachments from Monroe Truck.

George moved, Mettillie seconded a motion to approve Public Works to purchase a 2019 Western Star Single Axle Chassis from Boyer Trucks, and a Salter/Sander Box with attachments from Monroe Truck Equipment for a total amount of \$141,849 to be used from Fund 460. The motion carried unanimously by roll call vote.

Agenda Item 8L: Approve the Sale of City-wide Surplus Equipment (Public Works)

The Public Works Department, along with the Water and Waste Water Utilities and Police Department, requested authorization to sell surplus equipment that were no longer in use. The intent was to sell the items on the list through the Wisconsin Surplus Auction (WSA) website. The items listed on WSA were listed with an option for the City not to accept any offers. The highest offer established during the auction will be the selling price. The proceeds from the sale would be used to offset future capital equipment expenditures.

Moore moved, Pufall seconded a motion to approve the sale of City-wide surplus equipment. The motion carried unanimously by voice vote.

*

Agenda Item 8M: Approval to Enter into a Three Year Agreement with Cedar Corporation for Engineering Services for the Public Works Department (Public Works)

The Public Works Department has several projects coming up that require some level of engineering services. It is not unusual for a municipality to have an engineering firm available to provide services for City staff.

The agreement itself would not cause the City to incur expenses for engineering services. Engineering expenses would originate with the individual task orders that will be based upon the project. Task orders would contain the specifics on the service that will be provided and the estimated cost of the service.

The City advertised and received five proposals for consulting engineer services from Cooper Engineering, C&S Design & Engineering, Strand Associates, MSA Professional Services, and Cedar Corporation.

Cedar Corporation had been in business since 1975 and has four office locations. They are a full-service engineering company and have a presence in the area at the Superfund Site. Cedar Corporation will work along with the Civil Technician on projects and will attend City Council

meetings. Cedar Corporation has experience with Water and Waste Water Utility improvements and civil/municipal experience. Staff recommended entering into a three year agreement with Cedar Corporation.

Ullman moved, Mettillie seconded a motion to approve to enter into a three year agreement with Cedar Corporation for engineering services for the Public Works Department. The motion carried unanimously on a roll call vote.

Agenda Item 8N: Approve a Resolution Accepting Workmanship of Rachel Contracting, Inc. and Approve Final Payment on the Former Timeless Timber Demolition Project at 2200 East Lake Shore Drive (Planning & Development)

On July 17, 2017, the Council approved to enter into a contract with Rachel Contracting, Inc. to demolish the former Timeless Timber building and remove all on-site concrete and asphalt. The City Council approved total expenditures for the work not to exceed \$273,878.00 (included 10% contingency for unseen additional work if necessary). The project was substantially completed in November of 2017 and the final cost came in below the approved funding amount.

In order to close out the project, the Public Works department had agreed to accept responsibility for the final grading and seeding during the summer of 2018. This allowed for the placement of additional fill in order to properly drain the site. The fall of 2017 was simply too wet to properly grade and seed the site.

Mettillie moved, Moore seconded a motion to approve a resolution to accept workmanship of Rachel Contracting, Inc. and approve final payment of \$1,998.50 on the former Timeless Timber Demolition project at 2200 East Lake Shore Drive. The motion carried unanimously by roll call vote. **(File #17434)**

Agenda Item 8O: Approve a Resolution to Approve the Offer to Purchase City-Owned Property Adjacent to 701 Lake Shore Drive East, Zoned Waterfront City Center (W-CC) and Gateway Overlay District (GTWY-O), Parcel #201-01224-0000, to Donna Pearson Maday (Planning & Development)

Donna Pearson Maday submitted an offer to purchase City-owned land directly adjacent to her parcel located at 701 Lake Shore Drive East. She offered \$100 for this approximately 0.01 acre (585 square foot) piece of land and also requested that the real estate taxes be prorated through the day prior to the sale closing.

The property in question was acquired by the City from the Railroad as part of the overall ore dock land transfer. Per state statutes, the City must retain property 33 feet from the centerline of each outermost track of where the railroad existed, and all land in between. Therefore, this 17 foot wide section of land is all that the City is legally able to sell. This proposal had been brought forward through the citizen-initiated land purchase request process for non-essential City-owned land as

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement entered into by and between the City of Ashland, Wisconsin, hereinafter referred to as Client or Owner, and Cedar Corporation, a Wisconsin Corporation, hereinafter referred to as Cedar Corporation or Engineer.

Client hereby engages Cedar Corporation to perform the services described herein and Cedar Corporation agrees to perform the services for the compensation set forth as provided herein. Cedar Corporation shall be authorized to commence the services upon execution of this Agreement.

PART I

CEDAR CORPORATION RESPONSIBILITIES

A. SCOPE

1. Cedar Corporation will provide professional services as more completely described in this Agreement and in any addenda to the Agreement, to include, among other things, municipal engineering, and related professional services.
2. Each municipal project assignment provided will be defined by a written scope of work, cost estimate, fee and schedule approved by both Cedar Corporation and the Client.
3. Typical services which may be included in a municipal project assignment are Feasibility Study and Report, Preliminary Design, Opinion of Probable Construction Cost, Final Design, Specifications, Bidding Documents and Construction Contracts, Bidding, Construction Staking and Layout, Construction Administration, Construction Observation, Construction Record Drawings, Planning and such additional services required of the municipal project. Additional services, among others, which may be provided by Cedar Corporation upon request of the Client will be private development plan review, land surveys, ordinance amendment review and assistance, and other professional services requested by the Client.
4. This Agreement shall be automatically renewed annually on the anniversary date of its original execution. However, either Cedar Corporation or Client may terminate this Agreement by giving the other party written notice at least thirty (30) days prior to the renewal date.

B. AUTHORIZATION TO PROCEED

1. Cedar Corporation will begin work on municipal project assignments upon receipt of authorization to proceed, which may include a Client Purchase Order, letter

agreement, resolution, addenda, or other mutually acceptable written authorization.

2. If specifically requested by the Client, work on municipal projects may be initiated by Cedar Corporation prior to receipt of written authorization to proceed, provided that such is received within 30 days.
3. Cedar Corporation agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by Client. If a special time schedule must be met for a Project, it shall be specifically set forth by Addenda to this Agreement.

C. PROJECT TEAM

All employees of Cedar Corporation working on municipal projects provided under this Agreement shall be experienced and qualified for the services to be conducted.

PART II

CLIENT'S RESPONSIBILITIES

Client, at its expense, shall do the following in a timely manner so as not to delay the services,

A. INFORMATION/REPORTS

Furnish Cedar Corporation with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, Cedar Corporation may rely upon Client-furnished information without independent verification in performing the Service.

B. REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the services.

C. DECISIONS

Provide criteria and information as to Client requirements for the project, obtain (with Cedar Corporation's assistance, if applicable) necessary approvals and permits, attend project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on project alternatives, and generally participate in the project to the extent necessary to allow Cedar Corporation to perform the services.

D. GIVE NOTICE

Give prompt written notice to Cedar Corporation whenever Client observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect performance of services under this Agreement.

PART III

COMPENSATION, BILLING, AND PAYMENT

A. COMPENSATION

Client shall pay Cedar Corporation for professional services in accordance with a Schedule of Hourly Rates or a Lump Sum. Payment method selected to be identified in the written authorization to proceed format. When a Schedule of Hourly Rates is selected, it is subject to annual adjustment as provided by Cedar Corporation to Client not later than January 31st of each subsequent year of the term of the Agreement.

B. BILLING AND PAYMENT

1. Cedar Corporation will periodically bill the client with net payment due in 30 days. Unless Client provides Cedar Corporation with a written objection to the bill within 15 days of receipt, Client shall be deemed to accept the bill as submitted.
2. Where Client disputes some portion of the charges contained in Cedar Corporation's bill for services, Client shall make payment of that portion of the bill which is undisputed. In no case may Client elect to withhold payment to Cedar Corporation of the entire amount due.
3. If Client fails to make any payment due Cedar Corporation for services and expenses after receipt of Cedar Corporation's bill therefore, the amounts due Cedar Corporation shall bear interest from invoice date at the rate set forth in this agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of Cedar Corporation. In addition, Cedar Corporation may, after giving ten (10) days written notice to Client, suspend services under this agreement until paid in full all amounts due under this agreement. In the event Client does not pay, or does not pay timely, Cedar Corporation shall be entitled to collect from Client all amounts due plus expenses, including but not limited to attorney fees, incurred by Cedar Corporation in connection with collection efforts, in addition, the reasonable value of Cedar Corporation's time spent in connection with collection efforts, computed at Cedar Corporation's prevailing fee schedule.

PART IV

STANDARD TERMS AND CONDITIONS

- A. STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. Professional services are not subject to, and Cedar Corporation cannot provide, any warranty or guarantee, either express or implied. Any such warranties or guarantees contained in any purchase orders, Client action, requisitions or notices to proceed issued by Client are specifically objected to by Cedar Corporation.
- B. CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement and in any addenda to the Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be redefined.
- C. SAFETY.** Cedar Corporation has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Cedar Corporation specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Cedar Corporation employees.
- D. DELAYS.** If events beyond the control of Client or Cedar Corporation, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of god or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement or in any Addenda to this Agreement, then such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Cedar Corporation shall be entitled to an equitable adjustment in compensation.
- E. TERMINATION.** Either party may terminate this Agreement at the end of the term hereof, or any extension thereof, upon 30 days written notice to the other party as provided at PART I above.

Also, this Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. If Cedar Corporation terminates as a result of Client default or the Client terminates for cause, Cedar Corporation shall be paid for services performed to the termination date including reimbursable expenses due. Upon receipt of the terminating action, Cedar Corporation shall promptly discontinue all services unless the notice directs otherwise, and upon

receipt of final compensation make available to Client all appropriate documents prepared under the Agreement whether completed or in process.

- F. OPINIONS OF PROBABLE CONSTRUCTION COST.** Any opinion of probable construction costs prepared by Cedar Corporation is supplied for the general guidance of the Client only. Since Cedar Corporation has no control over competitive bidding or market conditions, Cedar Corporation cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
- G. RELATIONSHIP WITH CONTRACTORS.** Cedar Corporation shall serve as Client's professional representative for the services, and may make recommendations to Client concerning action relating to Client's contractors. However, Cedar Corporation specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
- H. CONSTRUCTION REVIEW.** For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the municipal project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Cedar Corporation harmless from any claims resulting from performance of municipal services by persons other than Cedar Corporation.
- I. INSURANCE.** Cedar Corporation will maintain insurance coverage for Professional Liability, Comprehensive General, Automobile, Workers Compensation, and Employer's Liability in amounts in accordance with applicable legal requirements as well as Cedar Corporation's business requirements. Certificates evidencing such coverage will be provided to Client upon request.
- J. ALLOCATION OF RISKS.** To the fullest extent permitted by law, Cedar Corporation shall indemnify and hold harmless, Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Cedar Corporation or Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants in the performance and furnishing of Cedar Corporation's services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Cedar Corporation, Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, Cedar Corporation's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by the negligence of Cedar Corporation and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Cedar Corporation's negligence bears to the total negligence of Client, Cedar Corporation, and all other negligent entities and individuals.

- K. HAZARDOUS MATERIAL.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Cedar Corporation and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Project scope of work. Cedar Corporation agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transporting or storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Cedar Corporation to execute such documents as Client's agent. Client waives any claim against Cedar Corporation and agrees to defend, indemnify, and save Cedar Corporation harmless from any claim or liability for injury or loss arising from Cedar Corporation's discovery of unanticipated hazardous materials or suspected hazardous materials.
- L. ACCESS.** Client shall provide Cedar Corporation safe access to any premises necessary for Cedar Corporation to provide the services.
- M. REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Cedar Corporation for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is discovered within such thirty (30) day period it shall be corrected at no additional cost to Client. Following the expiration of this thirty (30) day period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Cedar Corporation from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by

Client or others acting through Client. Cedar Corporation agrees that all plans, engineering designs, electronic and computer data and imagery relating to Client's projects are the property of the Client and shall be presented to Client at no additional cost upon written request.

- N. **AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.
- O. **ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.
- P. **DISPUTE RESOLUTION.** Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs, including attorneys fees from the other party.
- Q. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.
- R. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's municipal project contractors.
- S. **SEVERABILITY.** The various terms, provisions and covenants contained in this Agreement or any addenda shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
- T. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
- U. **OTHER.** Cedar Corporation reserves the right to enter into agreements with other design professionals for portions of the work included under this Agreement. Where this subagreement would represent a major portion of the design work, Cedar Corporation shall receive approval of Client for this subagreement.

THIS AGREEMENT is hereby approved and executed this 16TH day of MAY, 2018.

CITY OF ASHLAND

By: n/a vacant
City Administrator

Date: _____

By: Debra S. Lewis
Debra S. Lewis, Mayor

Date: 5/9/18

By: Denise Oliphant
Denise Oliphant, City Clerk

Date: 5-7-18

By: As to Em: David Siegle
David Siegle, City Attorney

Date: _____

Barbara Clement
Comptroller

5/11/18

CEDAR CORPORATION

By: Russell Kiviniemi
Russell Kiviniemi, P.E.
Principal

Date: 5/16/18

By: Wendy Sander
Wendy Sander, A.I.C.P.
Director of Municipal Services-Menomonie Office

Date: 5/16/18

SUBJECT: Approve to Enter in an Agreement with Independent Contractor J.R Dunn LLC (Jamie Dunn) as a Consultant/Project Manager for the City of Ashland in Regard to the Ashland Lakefront Superfund Site Redevelopment (*Parks & Recreation*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: City Attorney

EXHIBITS: 1. Independent Contractor Agreement

EXPENDITURES REQUIRED: \$15,000

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on (DATE), that (COMPANY NAME), is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The item conforms with the Waterfront Development Plan and Authentic Ashland 2035.

SUMMARY STATEMENT:

The City of Ashland is seeking approval to hire Jamie Dunn of J.R. Dunn LLC to be a consultant and project manager for the redevelopment of the Superfund Site. This contract will replace the existing contract as Dunn's duties were fulfilled. This new agreement will start upon Council approval and will expire in October 31, 2021.

Dunn will help the City with communication with partner agencies, writing of the maintenance and operations manual and construction oversight.

Dunn's salary will be paid through grants and Marina income.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into by the City of Ashland, a Wisconsin municipal corporation, 601 Main Street West, Ashland, WI 54806, and Jamie Dunn, Independent Consultant, at the City of Ashland on the date of the last signature set forth below.

WHEREAS, the City of Ashland (hereinafter “City”) requests to hire Jamie Dunn (hereinafter “Dunn”) as an independent contractor to serve as a consultant/project manager to the City in regard to the NSP/Ashland Lakefront Superfund Site redevelopment on the City of Ashland lakeshore,

NOW, THEREFORE, the parties agree as follows:

1. **Term.** The term of this Agreement between the City and Dunn shall be from the date of the last signature on this Agreement until October 31, 2021.
2. **Duties.** Dunn shall consult and advise City officials, engineers, and contractors hired on behalf of the City for the redevelopment of the former Ashland Lakefront Superfund Site. Dunn will assist the consultant with the design and continue coordination and open communication with the Wisconsin Department of Natural Resources, United States Environment Protection Agency, and Northern States Power-Wisconsin/Xcel Energy officials in regard to the redevelopment of the Superfund site. Dunn shall help with negotiations with between the City of Ashland and NSPW on a long-term use and Operation and Maintenance Plan (O&M) laying out both parties responsibilities for future use of the property. Dunn will review and comments on the O&M Plan, bidding documents, agreements, etc. Dunn will ensure that site plans and construction schedules correspond together and the project completion is according to an agreed upon timeline and that as changes occur during construction a resolution is reached in a timely manner. Dunn will also assist with construction oversight on the redevelopment of the site.
3. **Compensation.**
 - a. Dunn shall charge a rate of \$ 80.00 per hour, for an amount not to exceed \$15,000, for time spent providing services to the City under this Agreement.
 - b. **Time statements.** Time for services shall be submitted each month no later than the 10th day of the following month.
 - c. **Mileage and costs.** In addition to payment for time, the City shall reimburse Dunn for all costs incurred in providing services to the City, including, but not limited to, postage and delivery services, photocopies over 100 pages, mileage outside the City of Ashland at the current federal rate. Dunn may use photocopy equipment of the City for copying any documents.

4. **Independent contractor status.** Dunn shall at all times be an independent contractor of the City and not an employee. Dunn shall supply the City with a copy of his errors and omission insurance.
5. **Termination.** This Agreement may be terminated by either party upon 14 days written notice to the other, and upon such termination, Dunn shall be compensated as provided herein.
6. **Non-compete and nondisclosure agreement.** For the consideration of this Agreement, Dunn agrees that he shall not accept any consulting services for any other entity overseeing or liable for the Superfund remediation and redevelopment other than the City. This includes, but is not limited to, Northern States Power-Wisconsin, Xcel Energy, the Wisconsin Department of Natural Resources, and the Environmental Protection Agency. Additionally, Dunn agrees to keep confidential to the extent permitted by law all communications between him and City officials, especially as it involves any legal or bargaining strategy or legal advice.
7. **This Independent contractor Agreement replaces all previous Independent Contractor Agreements between the City and Dunn.**

CITY OF ASHLAND:

Dated: _____

By: _____
Debra S. Lewis, Mayor

Dated: _____

By: _____
Denise Oliphant, Clerk

Dated: _____

By: _____
Barb Clement, Treasurer

Dated: _____

Jamie Dunn
J.R. Dunn LLC