

May 26, 2020 City Council Meeting
Tue, May 26, 2020 5:30 PM - 8:30 PM (CDT)

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ASHLAND CITY COUNCIL MEETING

Tuesday, May 26, 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. May 5, 2020 Council and Committee of the Whole Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

B. Appointments

6. CONSENT AGENDA

A. Miscellaneous Minutes

B. Planning and Development Report, April 2020

- C. Approval of Class A Combination Alcohol Beverage License Application (Including Officers and Agent Jerry Henderson) for Tastes of Wisconsin LLC at 420 Lake Shore Drive West, Ashland, Wisconsin (Clerk) Voice**
- D. Approve to Amend Chapter 922 (1488) Alcoholic Beverages Regulation, Ashland City Ordinances to Designate the City Clerk as Issuer of Operators' Licenses (Clerk)**

7. NEW BUSINESS

- A. Presentation by Dr. Karl Solibakke, Northland College President**
- B. Approve a Resolution for the Submission of a 2020 Community Development Block Grant-Public Facilities (CDBG-PF) Application and Commitment of Matching Funds (Planning and Development) Voice**
- C. Approve to Accept Hoeft Builders as Resident Project Representative for the New Police Facility Project (Administrator) 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.” (Reinke Claim) (City Attorney) Roll**

9. ADJOURNMENT

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May 5, 2020 City Council Meeting
Tue, May 5, 2020 5:30 PM - 8:30 PM (CDT)

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

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, May 5, 2020 Ashland City Council meeting was called to order by Mayor Debra Lewis via GoTo Meeting 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, Ana Tochtermann (5:45), Kate Ullman, Wahsayah Whitebird, Kevin Haas (5:35), Charlie Ortman, Liz Franek, Dick Pufall, Jackie Moore

ABSENT: None

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

2. APPROVAL OF AGENDA

Kucera asked to remove Agenda Item 8D. Franek moved, seconded by Ortman to approve the amended agenda. The motion carried unanimously by voice vote.

3. APPROVAL OF MINUTES

A. April 21, 2020 City Council Reorganizational Meeting and Committee of the Whole Meeting Minutes

Pufall moved, seconded by Ortman to approve the minutes of the April 21, 2020 City Council and Committee of the Whole minutes. The motion passed unanimously by voice vote.

4. CITIZEN PARTICIPATION PERIOD

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

Kelly Maday, 1721 Mac Arthur Avenue, asked for Council's consideration to help with the claim she made after her basement had a water backup.

Zygmund Jablonski, 916 6th Avenue West, made comment regarding the property assessment policy.

5. MAYOR'S REPORT

A. Announcements

Mayor Lewis wished all a Happy Cinco de Mayo. Those wishing to can still request an absentee ballot for the May 12, 2020 Special Election, and early in-person absentee voting is available in the Clerk's office through May 8, 2020. Pre-ordered rain barrels will be ready for pick up on Friday May 15, 2020. The Mayor's email has been hacked asking for responses from several Councilors, and she asked that those who might get suspicious emails, to report them immediately. She thanked the Northland College faculty for their participation on an online pandemic seminar. She also thanked the community for their help staying safe and their patience through this difficult time as the City is continuing to follow Governor Evers' orders. Dr. Karl Solibakke from Northland College will be offering a presentation at the next Council meeting regarding the College's plans for their fall session. Lastly, she noted that Big Top Chautauqua has cancelled their 2020 season, calling it a "break."

6. CONSENT AGENDA

A. Miscellaneous Meeting Minutes

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

7. OLD BUSINESS

A. Approve a Resolution to Repeal Resolution 17554 Final Resolution Authorizing Public Improvement and Levying Special Assessments against Benefitted Property in the City of Ashland, Ashland County, Wisconsin for the Vaughn & 7th Street West Reconstruction and Utility Replacement Project

Ullman noted that this agenda bill was not specifically brought forward by her as former Council President. Butler offered an amendment to the resolution to clarify the intention of the resolution. Ullman moved, seconded by George to approve the amendment. This motion passed unanimously by voice vote. Ortman moved, seconded by Haas to approve the amended resolution. The motion passed 10-1 by voice vote; Jackson opposed.

8. NEW BUSINESS

A. Approve to Award the Contract for the 2020 Crushed Aggregate Purchase to Angelo Luppino, Inc. (*Public Works*) Roll

Pufall moved, seconded by Whitebird to approve to award the contact to Angelo luppino Inc for the amount of \$46,400.00. The motion passed unanimously by roll call vote.

B. Approval to Accept a Grant from the Natural Resources Foundation of Wisconsin - Norma & Stanley Deboer Quiet Trails Fund Grant in the Amount of \$1,000 to Support the Prentice Park Trail Repair Project (*Parks*) Voice

Franek moved, seconded by Ortman to approve to accept the grant for the amount of \$1000.00 The motion passed unanimously by voice vote.

C. Approve to Waive Bid Requirements and Enter into a Contract with CivicRec for New Online and In-Person Registration Software for the Parks and Recreation Department (*Parks*) Roll

Moore moved, seconded by Ortman to approve the contract with CivicRec for the amount of \$7,383.00. The motion passed unanimously by roll call vote.

D. Approve to Accept Hoeft Builders as Construction Manager for the New Police Facility Project (*Administrator*) Roll

Removed from the Agenda.

9. CLOSED SESSION

A. Move into Closed Session (Roll)

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

B. 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.” (*Maday Claim*) (*City Attorney*) Roll

C. 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.” (*Update and Discussion on 6th Street West Litigation*) (*City Attorney*)

D. Return to Open Session

Ortman moved, seconded by Whitebird to return to Open Session. The motion passed unanimously by voice vote.

E. Report of Discussion or Action Taken During Closed Session

Regarding Item 9B, Council voted to table this item until June 9, 2020. There was no action taken on Agenda item 9C.

10. ADJOURNMENT

Haas moved, seconded by Franek to adjourn. The motion carried unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

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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 May 5, 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:

The Tuesday, May 5, 2020 Committee of the Whole meeting was called to order by Council President Kevin Haas via GoTo Meeting at 7:10 p.m.

1. Roll Call

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

ABSENT: None

ALSO PRESENT: Mayor Deb Lewis, Administrator Brant Kucera, Clerk Denise Oliphant, Attorney Tyler Wickman, Police Chief James Gregoire, Fire Chief Dave Wegener, Planning Director Megan McBride, and other concerned citizens.

2. Council President's Report

Council President Haas recently met with the Mayor and City Administrator to discuss meeting and agenda item processes. He also spoke with former Council President Ullman regarding items previously brought forward and will work to determine how to best bring these items forward.

3. Administrator's Report

Administrator Kucera talked about the resources that the City has found to be available for the community as we continue to work around the effects of the current COVID-19 pandemic.

4. Approval of Agenda

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

5. Committee Updates

Harbor Commission: Pufall - Marina slip money has been coming in as usual/on schedule.

Plan Commission: MacKenzie - no report

Police & Fire: Lewis - Met last evening in closed session.

Library Board: Jackson - Library has begun curbside pick-up.

Housing Authority: Franek - no report

Housing Committee: Tochterman - meeting next week

Parks and Rec Committee: Haas - Working to update policy relating to food trucks in public spaces/parks

Public Works Committee: Moore - no report

Sustainability Committee: Ullman - no report

Historic Preservation Committee: Franek - no report

Disabled Parking Committee: Whitebird - no report

Source Water Protection Committee: Ortman - no report

6. Discussion Items

A. Discussion and Possible Action Regarding Request to Lower and/or Waive License Renewals Fees for Alcohol Beverage Facilities, Amusement Facilities, and Operator's Licenses

Tochterman moved, seconded by Franek to offer deferred payments of license renewal fees until required inspections can be done. This motion was later rescinded. Pufall moved, seconded by Franek to draft a resolution to postpone payments of license renewal fees until establishments were able to open for business. Under the City Attorney's advisement, this motion was rescinded as this may not be an option under State guidelines. Council decided to table this discussion until their May 26, 2020 meeting to allow for more research.

B. Discussion with Council about process and procedure when complaints are filed against officers of the Police Department.

Police Chief Jim Gregoire offered an explanation to Council as to the procedure that needs to take place to process any filed complaints of the police department.

7. Adjournment

Moore moved, seconded by Whitebird to adjourn. The motion passed unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

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SUBJECT: Appointments

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: Mayor

EXHIBITS:

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

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 following appointment:

Weed Commissioner

Christine Luebben, term expires May 26, 2021 by Ordinance

Other appointments will be provided prior to the May 26, 2020 Meeting.

Lloyd Orensten called the Airport Commission meeting to order at 4:30 p.m.

Present: Rick Korpela, Lloyd Orensten, Tom Bouchard, John Coffey, and new member Richard Huber

Absent:

Excused:

Also Present: John Sill, Interim Airport Manager; Dick Pufall, Ashland Co. Board Chair; Clark Schroeder, Ashland County Administrator

AGENDA ITEM 1: Roll Call

AGENDA ITEM 2: APPROVAL OF MINUTES (January 23, 2020)

A motion was made by Bouchard, seconded by Korpela, to approve the January 23, 2020 minutes. The motion passed unanimously.

AGENDA ITEM 3: CITIZEN PARTICIPATION PERIOD

None.

AGENDA ITEM 4: COMMISSION ITEMS

→ SRE Update

Sill received an email from the representative at the BOA who is running the SRE program; our equipment purchase is being held up by the FAA, something to do with the equipment we are trying to purchase possibly not 50% American made.

→ Bretting Fuel Farm (Bureau of Weights and Measures concerns)

Met with Ed Sindelar, WI Weights & Measures, about the Bretting fuel tank; it is considered a bulk plant/tank; they can fill airplanes from that tank, but if you move fuel from that tank to a truck, then fill a plane from that truck, that is not allowed. Coffey and Bretting's have looked into this and Bretting's have hired an environmental engineering firm. Since it's deemed a bulk plant/tank, there has to be a spill containment area. The containment area will hold up to 2,000 gallons plus 10% for overfill. It is doable, and Bretting's will pick up the cost to pay for this solution.

→ New Holland Tires

The tractor the airport owns is on its original set of tires. A couple of years ago Sill bought a new tire for it; he was told you could no longer get tires like the original; didn't work out well. Sill looked into this recently and found some that match the originals. We need 2 tires, but Bill recommended that we get 4 tires and find the money somewhere else in the budget. Cost of the tires are \$1,200 each with \$100 shipping cost.

A motion was made by Korpela, seconded by Coffey, to approve the purchase of 4 tires for the New Holland tractor, as long as there is money in the budget to cover the purchase. The motion passed unanimously.

→ Terminal Refurbishment

The airport had allotted about \$10,000 for refurbishing the terminal. Dan Homola, with the city, looked into it and found a company that will sand down the building and refinish it at a cost of roughly \$4,500. This will happen sometime this summer.

→ County Contributions

Sill talked with City Administrator Kucera and Financial Director Valliancourt, and it has become clear to Sill that although Ashland County has been funding their part of the operational costs, they have not, and are not now, providing anything for capital improvements. They have stated that if the airport lets them know how much money is needed for a project they will provide it, and that will remain to be seen. However, by depleting and not growing the capital improvement budget it does not allow the airport to qualify for what is termed "shovel ready" projects. Say an airport did have a plan on the books that was engineered out and ready to go but had no funding, that airport is likely not to be considered and they move on to the next airport.

County Administrator Schroeder stated that the county cannot just allocate money without having it designated for a specific purpose or project, as they have to borrow that money and account for it by the years end. Therefore, they cannot allocate additional money for projects that will not happen for a year or two.

AGENDA ITEM 5: Manager's Report

Sill got a call from Public Works today and they are changing out the dumpster from steel to plastic. This will incur a \$650 fee.

Sill talked with Moore, and it sounds like end of April/May before he can come back to work.

Sill will be gone from March 13 to March 18; Bouchard will fill in for Sill.

It should be noted that Bretting's repaired some parts on the airport snow blower last month for free. Thanks to them for all the support they have shown the airport.

AGENDA ITEM 6: Approval of Bills

The list of bills was presented by Moore. The total amount of the bills came to \$2,619.25.

A motion was made by Bouchard, seconded by Huber, to pay the bills as presented. The motion passed unanimously.

AGENDA ITEM 7: SET NEXT MEETING DATE

The next Airport Commission meeting will be held March 26, 2020, at 4:30 pm, at JFK Airport.

AGENDA ITEM 8: ADJOURNMENT

A motion was made Huber, seconded by Korpela, to adjourn. The motion passed unanimously.

Kim Westman



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PARKS & RECREATION COMMITTEE MEETING MINUTES

Wednesday February 19, 2020 5:00 pm

Public Works Conference Room

2020 6th Ave East, Ashland, WI 54806

I. Call to Order

a. Roll Call

In Attendance: Sara Hudson, Meghan Salmon-Tumas, Dawayne Lampson, Kevin Haas,
Nancy Stzyndor, Mike Amman, Sara Jackson, Dave Ullman

Other: Dan from Public Works, Linda Simanovsky from Bretting Center

b. Agenda Modification

Motion: Sara Jackson

Second: Nancy Stzyndor

c. Approval of Minutes

i. Approval of July 17, 2019 and October 23, 2019 Minutes

Motion: Mike Amman

Second: Dawayne Lampson

II. Public Comment Period

III Information Items

- Parks and Recreation Updates

o Parks: Oredock, Superfund, Maslowski Beach, Prentice Park

▪ Oredock

- Plans to reduce from two bridges to one to save costs
- Trust gave two options:
 - o Base bid for walkway and bridge that will give look
 - o Alternative bid for walkway in center of oredock
- Will go out to bid in March
- Bridge that had been planned for last fall will go in this summer
- Phase two (Stuntz) will start planning in summer

▪ Superfund

- We will get ~\$800,000 with a 20% match
- Hope to open old RR corridor connecting Ellis to Prentice
- Fencing will stay up until paved in 2021 to avoid damage by public

▪ Maslowski

- Notified in December that grant to make a ditch
- Last fall's retaining wall, rip-rap, and elevation raise will be done as a match
- Playground will be replaced in about the same place

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- Prentice
 - Dan and Curly to assess trails for potential improvements
 - Will get them back up to ADA Compliance
- Penn Park
 - Bathroom to come out because it is too old and small
 - Porta-potty will go in and it will look nice
 - This is, in part, because repairs on state property must be done by plumbers, and this gets cost-prohibitive with older infrastructure
 - Kreher Park bathroom planned for replacement in 2021 if grant obtained
- Gymnastics Room
 - No parts available to heater because it is obsolete
 - Bretting HVAC is inefficient, takes three different heaters
 - Classes cancelled for the week, might not be able to reschedule
- Recreation: Ninja Zone, Bouldering Wall, Summer Program, Farmers Market
 - Ninja Zone
 - 39 participants in fall
 - New staff needed—online training and class videos
 - Bouldering wall
 - SPARK classes have been using and enjoying it
 - To open to public March 9th
 - Will allot specific hours for first month, then open more frequently
 - Will need a system for signing a waiver, etc....
 - Also possible to require watching a training video on proper use of wall
 - Summer programming
 - Elks want a pickle ball class for kids, outdoors on their court
 - Summer programs for kids, ads to go out for staff next week
 - Farmer's Market
 - Intern is planning events every Saturday
 - APR will host one event per month with bouncy house
 - Questions about conflicts with planned work on Pearson Plaza
 - Community Play Day
 - March 28th
 - Could be Grand Opening for Bouldering Wall
- Vaughn Ave Update
 - From 6th St W to ... and a portion of 7th St W
 - Vaughn reconstruct will lead to removal of all but one tree in order to access utilities
 - Their roots will be so damaged that it would be unsafe not to remove
 - This will mean losing some large Silver Maples
 - Will save one Oak
 - Also removing some with bifurcated stems and some Ash trees

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- Will total a loss of about 30 trees
- We will replant
- Sara recommends showing list of city-approved trees to affected homeowners and get their input on tree species choices; Plan to have Americorps works on green infrastructure do this inquiry
- We will need \$\$ to replace these trees
- Need to form and apply a plan in preparation for Emerald Ash Borer, including prevention and management; Sara wants this plan to stagger the costs of tree replacement
- Next meeting we will review the Vaughn Ave tree replacement plan

VI. Business Items:

- Discussion and Action to approve an Ordinance to amend Chapter 463 (1819) Policies and Procedures for Parks, Facilities and Recreation Areas, Ashland City Ordinances.
 - Making 5 sites non-reservable for month-long camping to give more people options
 - Two campers needed to be moved to accommodate the change, but they have accepted it
 - This will also increase revenue and improve occupation rates
 - Motion: Nancy Stzyndor
 - Second: Sara Jackson
- Discussion on updating the City of Ashland Bike Plan
 - Kate Ullman, Council President initiated improvement of old plan, which was written by an intern and is outdated
 - 11th St may not be the best street as it is not wide enough and will need replacement in a few years
 - Plans to improve intersection of corridor and Junction Rd
 - Dave notes that current plan is biased towards bikes and wonders if it should include pedestrians or if that should get its own plan
 - Sara asks if there is a sidewalk plan, and we decide that that is a loose plan and it is held by Public Works
 - Kevin speaks in favor of adding a pedestrian component, within this document or separately
 - Dave agrees
 - Sara suggests a sub-committee or excess work within this committee
 - There is not a historical data set of surveys and the city has not logged trail traffic, but Sara would like to
 - Planning Dept interns would be interested in doing surveys; Lissa Radke may also be able to assist; North Coast Cycling Association may also be able to help
 - Kevin and Dave and Dawayne and Mike all offer to work on revisions
- Discussion and Possible Action to Parks and Recreation Policy 607: City of Ashland Ball Field Policy and Procedures
 - Will ask leagues to pay \$120-150 per year for using a field
 - Has been on the books for ages, but leagues don't pay

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- Plan now to enforce because APR and Public Works have been investing a lot of time and \$\$ in maintenance
- If a league offers to do maintenance, they can get the fee waived (Linda suggests guidelines for types and amounts of work that qualify for fee waiving)
- This fee schedule is still below the regional norm
- We need to upgrade some to make them safe
- Kevin echoes that guidelines needed for waiving fees
- Mike suggests that only a portion of the fee is waivable
- Kevin requests an hourly requirement for fee waiving by next meeting
- Sara recommends changing the date for payment, some discussion, Sara H suggests different dates for different leagues
- Plans to make motion in March
- Discussion on potential improvements the East End Skating Rink/Community Park
 - Nancy explains that park needs improvement and support
 - Warming hut should be open in the winter, beyond Fri, Sat, Sun (it is opened by Northland College work study and they often don't have transportation)
 - Warming hut concessions could make a couple hundred per year, if they could get it staffed
 - Tennis court should be removed
 - Pickleball?
 - Splash Pad?
 - Elk's have playground grant
 - Kevin suggests that basketball hoops could be added on top of tennis or pickle ball, if the court were resurfaced
 - Shed will be removed to Bretting Center
 - Sara would like to add hockey boards to the rink, but community doesn't want them
 - There is enough room to add a small playground between the tennis court and the rink
 - They will get an estimate this spring/summer on resurfacing

V. Next Meeting Date

5pm Council Chambers on 3/25/2020

VI. Comments and Questions

Sara knows someone interested in donating land for a community garden. Sara H explains the process for donating land and says they should contact her to discuss.

Dan asks about responsibility for the dog park. He suggests fixing gate, whacking weeds, picking up garbage. Kevin offers to contact a friend about it.

VII. Adjourn

Motion: Sara Jackson

Second: Meghan Salmon-Tumas

Find yourself next to the water.



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It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information or speak about a subject, over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice. The City of Ashland does not discriminate based on race, color, national origin, sex, religion, age or disability in employment or provision of services, programs or activities. NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact Sara Hudson at (715) 685-1644.

Historic Preservation Commission (HPC)

February 24, 2020

Meeting Minutes

Present: Stephen G. Schraufnagel, Magge Ericson, Jeff Muse, Joan Haukaas, Allan Smiles and Megan McBride

Absent: Elizabeth Madsen-Genzler

Called to Order: 5:00 P.M. Adjourned 6:00 P.M.

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

Email Addresses: Joan Haukaas hawk722@charter.net, Allan Smiles ashjewel@cheqnet.net, Stephen G. Schraufnagel stephenschrauf@gmail.com, Magge Ericson magge.e@charter.net, Joe DeRose joe.deros@wisconsinhistory.org, Aland Daily Press pressnews@ashlanddaily.press.net, Jeff Muse jmuse@nwcep.org, Megan McBride mmcbride@coawi.org, Elizabeth Madsen/Genzler madsen.genzler@gmail.com

Minutes: A motion to approve the December 16, 2019 meeting minutes was made by Jeff Muse and seconded by Magge Ericson. **Motion carried.**

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

Old Business

Update on Histoic Tax Credit Marketing: Megan McBride gave us an updated report on the marketing of tax credits in our area. Ashland's first commercial Historic Tax Credit application in several years was submitted and approved by Wisconsin Economic Development Corporation for the building at 417 Main Street W. A commercial kitchen is being installed in this building, with the anticipated use being a local pasty shop.

A grant had been submitted for the development of the Fifield Place Historic District. The City will not be notified if they are awarded funds in summer, 2020.

New Business

Certificates of Appropriateness: None at this meeting.

Update on Plaques and their Placement in the Community: For the record, all the plaques and fasteners are now being stored in City Hall. There are about 12 plaques in inventory.

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

1. Megan McBride explained to the commission that the City currently hopes to utilize a portion of its CDBG-CLOSE funds to fund a façade and building improvement grant program for downtown buildings. The City will release a Request for Proposals for projects and will use this to guide maximum project awards and approved projects.
2. The Commission discussed the former Main Street Program, and was updated that the City will be applying in partnership with the Chamber of Commerce to establish a new Main Street Program for the City in 2020.
3. Megan McBride indicated that the COA's Demolition Ordinance will be updated in the near future.

4. Megan McBride will issue a new plaque for her (Magge Ericson) historic house on Fifield Row. A photo will be taken and put in the Ashland Daily Press.
5. 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.
 - f. Elizabeth Franek will be our new member on the HPC committee, after approved by the City Council. She will be the City's representative.

Set Future Meeting Dates: The next HPC meeting is set for May 18, 2020 @ 5:00 P.M. The upcoming meeting dates are as follows:

August 3, 2020 @ 5:00 P.M., in the Council Chambers

October 19, 2020 @ 5:00 P.M., in the Council Chambers

A motion to adjourn this meeting was made by Magge Ericson at 6:00 p.m. The motion was seconded by Joan Haukaas. **Motion carried.**

Respectfully submitted,

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

**POLICE AND FIRE COMMISSION MEETING
FIRE DEPARTMENT CONFERENCE ROOM
MARCH 2, 2020**

1. Call to Order

The meeting was called to order at 5:15 p.m. by Ed Monroe.

2. Roll Call

Present: Ed Monroe, Matt Horning, and Kate Siegler

Excused: Sarah Granley and Gordon Gilbertson

Also Present: Police Chief James Gregoire, Fire Chief David Wegener, Mayor Deb Lewis

3. Approval of Agenda items

A motion was made by Matt Horning, seconded by Kate Siegler to approve the agenda items. The motion passed unanimously.

4. Approval of Minutes from 1/6, 1/13/ 1/17 and 2/24/2020

A motion was made by Kate Siegler, seconded by Matt Horning to approve the minutes as written. The motion passed unanimously.

5. Police Department Business

a. Administrative Report

Chief Gregoire provided his report to commissioners detailing the department's events from January 1, 2020 through February 27, 2020.

- Reviewed stats, averaged 23.9 calls per day
- Highlighted patrol calls involving drugs and K-9 Chase
- Explained search warrants in regards to drug houses
- Bids for new APD facility to come in on March 6th
- Not yet received word on grant from USDA which would assist in funding new APD facility
- Branden Marten volunteered and assigned as supervisor for field training officers
- Will be asking Council approval for new part-time hires
- Investigations working on Children In Need of protective service, suicides, fraud, and search warrants
- School Resource Officer continues to monitor and assist with implementation of ALICE within School District, made 6 arrests for DC x 2, Battery along with other citations

b. Set Date for Interviews for full and part-time hires

Kate Siegler stated she may be out of town after March 20th. She will contact the Chief and they will choose a date during the 3rd week in March, 2020 to hold interviews.

A motion was made by Matt Horning, seconded by Kate Siegler to approve Chief Gregoire's report and place it on record. The motion passed unanimously.

6. Fire Department Business

a. Administrative Report:

Chief Wegener provided a handout detailing the department's events from January 1 through February 29, 2020.

- Reviewed stats
- Stats included 7 fire calls, two kitchen fires and 1 structure fire, the structure fire involved a rescue of an occupant from the second floor
- Went to AHS health class to gather interest in high school students as hopeful recruits for possible local career options
- Held a pinning ceremony for David Rekemeyer
- Reviewed training - Ice Angel driver training & instructor, Firefighting search & rescue, EMS training, Hazmat training-state lab sampling, Firefighter hose advancement, K-9 emergency care training
- Hoping to obtain grants for new ambulance cots.

A motion was made by Kate Siegler, seconded by Matt Horning to approve Chief Wegener's report and place it on file. The motion passed unanimously.

7. Review Citizen Complaints Procedures

Discussion was held regarding the Citizen Complaints Procedures. Matt Horning said he reviewed it and agreed with the procedures as written however, thought it would be beneficial to review it periodically, especially when a complaint is submitted, to be sure the commission follows the appropriate sequence of steps required in the document. Commissioners in attendance agreed.

No action was taken.

8. Next Meeting Date

The next meeting of the Police and Fire Commission will be Monday, May 4th at 5:15 pm.

9. Closed Session as authorized by Wisconsin Statute 19.85(1)(c) to discuss:

a. Fire Department Personnel Probationary Reports & Personnel Discussion

b. Police Department Personnel Probationary Reports & Personnel Discussion

A motion was made by Kate Siegler, seconded by Matt Horning to go into Closed Session. The motion passed unanimously.

10. Return to Open Session

A motion was made by Kate Sigler, seconded by Matt Horning to return to open session. The motion passed unanimously.

11. Report Action Taken in Closed Session

The Commission heard probation reports/updates from the Fire and Police Department.

A motion was made by Matt Horning, seconded by Kate Siegler to approve Fire Chief Wegener's recommendation to approve promotions to Captains Kevin Alajoki, Stuart Matthias and Lieutenants Kurt Blakeman and Matt Spangler for completion of their probationary periods and

to approve probation update reports given by Police Chief Gregoire on Ryan Bybee, Mitchell Westlund and Sgt. Mark Campy.

12. Adjournment

A motion was made by Matt Horning, seconded by Kate Siegler to adjourn. The meeting adjourned at 7:10 p.m.

Respectfully submitted,

Kathy Holevatz
Recording Secretary

April, 2020 Permit Report

04/01/2020 - 05/01/2020

Permit #	Permit Date	Parcel Address	Owner Name	Description	Project Cost	Total Fees
20200037	4/30/2020	1411 ELLIS AVE	NORTHLAND COLLEGE	Remove and replace roofing and siding, and associated water damage repair	140,000	\$200.00
20200036	4/30/2020	516 5TH AVE E	RONALD E BROWN	Install new wooden fence, 4' in front and sides of property, 6' on each side of garage (in rear yard).	1,000	\$50.00
20200035	4/30/2020	1023 ELLIS AVE	ADAM K SOROKO	Install new 4' x 10' raised deck with steps on west side of home.	1,000	\$50.00

20200034	4/30/2020	3015 CITY HEIGHTS RD	Jack and Lisa Martinsen	Construct new UDC home with 2,392 sf living area, 884 sf garage, and 224 sf porch/deck. Contractor: Tyler Larson (DC-100900021)	230,000	\$1,175.00
20200033	4/29/2020	3610 Lake Park Rd	JUSTIN D GINGERICH	Final Occupancy Permit for new UDC home	0	
20200032	4/29/2020	1301 10TH ST W	COLLEEN MCAULIFFE	Remove and replace existing asphalt shingles on principal structure	5,300	\$30.00
20200031	4/29/2020	1706 LAKE SHORE DR W	DANIEL R HUDSON	Replacement of 30 bathroom, 10 shower valves, 10 toilets, 10 sinks. Contractor: Blakeman Plumbing (#1102102).	2,500	\$300.00

20200030	4/27/2020	414 11TH AVE W	CITY OF ASHLAND	Construct new 14,692 sq ft City Police facility including attached garage and associated utilities, parking and site work as identified in the approved Site Plan and State Approved Plans.	4,300,000	\$3,673.00
20200029	4/27/2020	910 MACARTHUR AVE	DANIEL J. HUDAK	Remove and replace all siding on principal structure with vinyl siding.	5,000	\$30.00
20200028	4/27/2020	418 WILLIS AVE	SUZAN CHERYL KOVACH	Remove and replace roof on principal structure, including removal of existing chimney to roofline.	11,439	\$30.00
20200027	4/27/2020	1607 6TH ST E	BAY CITY RENTALS LLC	Keeping of chicken permit for up to 6 hens	0	\$20.00

20200026	4/27/2020	#4 VICTORIA LN	RANDY & DAWN SWANSON	Construct new 30' x 40' accessory structure on north east portion of property (setbacks confirmed by Building Inspector). Front facade facing right-of-way must be of approved material (wood, stucco, architectural concrete), remaining sides approved to be metal based on UDO Section 6.1B, 3, b.	10,000	\$64.80
20200025	4/24/2020	1120 LAKE SHORE DR E	KBK SERVICES, INC.	Site Plan review for 12' x 56' building addition on south side of existing building	30,000	\$150.00

20200024	4/24/2020	1120 LAKE SHORE DR E	KBK SERVICES, INC.	New 12' x 56' addition to south side of existing building per approved Site Plan	30,000	\$250.00
20200023	4/24/2020	3000 GOLF COURSE RD	B P O E #137	Install 25 sqs of shingles on principal structure, tear off partial existing to accommodate	15,000	\$50.00
20200022	4/24/2020	819 ST CLAIRE ST	CRAIG & RIMA MARCINIAK	Tear off 1 layer of existing shingles on 24' x 24' garage and replace with metal roofing.	2,800	\$30.00
20200021	4/21/2020	210 MAIN ST W	MDP PROPERTIES	Minor kitchen remodel, including installation of a 3- compartment sink	10,000	\$50.00

20200018	4/21/2020	3109 CITY HEIGHTS RD	Jim and Susan Cargill	Roof reconstruction including replacing metal fascia, new gutters and downspouts on home and shed. Replace existing skylight, install 2 new Velux Sun Tunnels	138,800	\$694.00
20200017	4/20/2020	1014 MAIN ST W	JOSEPH F. JURRIES	Install new metal fence with wooden posts, 4' in height, 147' in length along east property line	800	\$50.00
20200016	4/16/2020	1618 4TH ST E	MARK MARGETTA	Replacing roof (18' x 24'), replacing windows and reducing size	5,000	\$55.00
20200015	4/15/2020	500 3RD ST W	MICHAEL H HAUKAAS	Install new 12' x 20' deck on south side of home	2,100	\$50.00

20200014	4/15/2020	500 3RD ST W	MICHAEL H HAUKAAS	Remodel bathroom including installing walk-in shower and install 2 new non-load bearing walls. Replace kitchen cabinets.	18,900	\$94.50
20200013	4/15/2020	1123 ELLIS AVE	MATTHEW HUDSON	Keeping of chicken permit for up to 6 hens, hutch size: 84" x 54" x 47"	0	\$20.00
20200012	4/15/2020	522 16TH AVE W	HARRY THEWIS	Remove and replace roof on principal structure with asphalt shingles	5,000	\$30.00
20200011	4/15/2020	905 ELLIS AVE	HARRY L THEWIS	Remove and replace roof on principal structure with asphalt shingles	5,000	\$30.00
20200010	4/9/2020	718 CHAPPLE AVE	BRANT KUCERA	Remove and replace roof on principal structure	13,000	\$30.00

20200009	4/9/2020	1122 12TH ST W	JOSHUA E POTVIN	New 32' x 26' detached accessory structure on east side of principal structure	20,000	\$41.60
20200008	4/9/2020	2102 MAIN ST E	DYKSTRA CONSTRUCTIO N, INC	Remove sheetrock/plaster to studs. New insulation, electrical & plumbing.	30,000	\$150.00
20200007	4/9/2020	2102 MAIN ST E	DYKSTRA CONSTRUCTIO N, INC	Remove/rebuild roof- framing & shingles.	30,000	\$30.00
20200006	4/9/2020	312 3RD AVE E	JOHN P BUSH	Install 92' long privacy fence along sidewalk on south side of property, connecting to principal structure	1,000	\$50.00
20200003	4/8/2020	2100 LAKE SHORE DR W	PATRICK M MILLER	Replacing a shower pan and wall surround	5,576	\$27.88

20200002	4/8/2020	3503 4TH ST E	FRANK K SOWL	Install new pre-fabricated shed accessory structure (12' x 24') on south west side of property per attached site map	7,500	\$30.00
20200001	4/1/2020	1615 MAPLE LN	MEMORIAL MEDICAL CENTER, INC	9,300 sf remodel to build out a new pharmacy, HIM and HIM storage	1,640,000	\$6,920.00
					6,711,715	\$14,455.78

SUBJECT: Approval of Class A Combination Alcohol Beverage License Application (Including Officers and Agent Jerry Henderson) for Tastes of Wisconsin LLC at 420 Lake Shore Drive West, Ashland, Wisconsin (*Clerk*) Voice

RECOMMENDATION: Approval upon Contingencies Met

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Police Chief

EXHIBITS:

1. Alcohol Beverage Retail License Application
2. Fire Inspection Report, May 20, 2020

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: The Treasurer's Office has noted on May 18, 2020 that Tastes of Wisconsin, LLC is not compliance with the provisions of Ordinance 923.10 Ashland City Ordinances. This license will be contingent upon paying any due utility bills.

COMPLIANCE WITH ORDINANCE 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

Jerry Henderson is applying for a Class A Combination Alcohol Beverage license for Tastes of Wisconsin at 420 Lake Shore Drive West (formerly ACE Hardware). He is interested in retail sales of locally produced craft beer and wines to compliment the line of foods and products he plans to have available.

As he is looking to be open to the public in June, he will be paying a prorated license fee for the remainder of the 2019-2020 licensing period, equalling \$50 to expire on June 30, 2020, then renewing his license for the

Council approved fee of \$600 by July 1, 2020.

Jerry submitted all of the required paperwork, and the facility was inspected by the Fire Department on May 20, 2020. There are a number of items which will need to be completed listed on the Report, and a second inspection will need to be done and approved by the Fire Department before opening. The Treasurer's office also noted there is an outstanding utility bill for the address, and this also must be paid before the license will be issued.

The Clerk's office is recommending that Council approve the Class A Combination Alcohol Beverage License for Tastes of Wisconsin at 420 Lake Shore Drive West, with the above listed contingencies to be met before operation.

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 7-01-2020 ending: 6-30-2021
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of Ashland

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

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1030211378-02</u>	
FEIN Number <u>84-4748616</u>	
TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	\$ <u>100</u>
☐ Class B beer	\$
☐ Class C wine	\$
☒ Class A liquor	\$ <u>500</u>
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>50.00</u>
TOTAL FEE	\$ <u>650</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Henderson, Jerry Tastes of Wisconsin LLC

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

President / Member Last Name <u>HENDERSON</u>	(First) <u>Jerry</u>	(Middle Name) <u>STEVEN</u>	Home Address (Street, City or Post Office, & Zip Code) <u>3116 TOLL RD. Ashland WI 54806</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Tastes of Wisconsin LLC Business Phone Number 715-682-6414
2. Address of Premises 420 Lakeshore Dr West Post Office & Zip Code Ashland WI 54806

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

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No

(b) If yes, under what name was license issued? _____

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☐ Yes ☐ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state _____ and date _____ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** ☐ Yes ☒ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <i>Henderson Jerry S</i>	Title/Member <i>MANAGER</i>	Date <i>4-15-20</i>
Signature <i>Jerry S. Henderson</i>	Phone Number <i>715-682-6414</i>	Email Address <i>Jerry@upnorthfoods.com</i>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>5-04-2020</i>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village ☒ City of Ashland County of Ashland

The undersigned duly authorized officer/member/manager of Tastes of Wisconsin LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Tastes of Wisconsin LLC
(Trade Name)

located at 420 Lakeshore Drive W Ashland WI 54806

appoints Jerry Henderson
(Name of Appointed Agent)

3016 Toll Road Ashland WI 54806
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 55 yrs

Place of residence last year _____

For: _____
(Name of Corporation / Organization / Limited Liability Company)

By: _____
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Jerry S. Henderson, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Jerry S. Henderson 4-15-20
(Signature of Agent) (Date)
3016 Toll Road Ashland WI 54806
(Home Address of Agent)

Agent's age 55

Date of birth 09/19/1964

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <u>HENDERSON</u>		(first name) <u>Jerry</u>	(middle name) <u>Steven</u>	
Home Address (street/route) <u>3116 Toll Road</u>	Post Office <u>Ashland</u>	City <u>Ashland</u>	State <u>Wi</u>	Zip Code <u>54806</u>
Home Phone Number <u>715-682-6414</u>	Age <u>55</u>	Date of Birth <u>09/19/1964</u>	Place of Birth <u>Ashland, Wis</u>	

The above named individual provides the following information as a person who is (check one):

☒ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☐ _____ of _____
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 55

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify.

(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

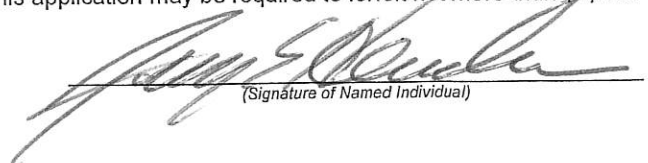
(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Employer's Name	Employer's Address	Employed From	To

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)



FIRE INSPECTION REPORT FORM



420 Lakeshore Dr W
LOCATION (Legal Address)
TASCO OF WISCONSIN
NAME OF BUSINESS
5/20/20
DATE OF INSPECTION

HEIGHT
ASHLAND, WI
MAILING CITY
COMPLIANCE DATE

CONSTRUCTION
54806
ZIP CODE
* Violations requiring corrective actions are circled below.

* §101.14 of the Wisconsin Statutes constitutes every Fire Chief a deputy of the Wisconsin Department of Safety & Professional Services, and requires the chief or appointed inspectors to make inspections periodically for the purpose of ascertaining and causing to be corrected any conditions liable to cause fire, or any violation of any law or local ordinance relating to fire hazards or prevention of fires per Comm. 14.

Ch 1 Administration [Also See Comm 14.01]
14.01(2)(f) Temporary Use
1.7.6 Authority - Right of Entry to Inspect
Ch 10 General Fire Safety
10.1 Fundamental Requirements
10.2 Owner/Occupant Responsibilities
[Also See Comm 14.01(6)]
10.3 Occupancy
10.4 Maintenance, Inspection, & Testing
10.5 Building Evacuation
10.6 Fire Drills
10.7 Reporting of Fires & Other Emergencies
10.8 Tampering with Fire Safety Equipment
10.10 Smoking
10.11 Open Flame, Candles, Open Fires, & Incinerators
10.12 Fire Protection Markings
10.13 Vacant Buildings and Premises
10.14 Combustible Vegetation
10.15 Special Outdoor Events, Carnivals, & Fairs
10.16 Outside Storage [Also See Comm 14.10(2)]
10.19 Combustible Materials
10.20 Indoor Children's Playground Structures
Ch 11 Building Services
11.1 Electrical Fire Safety
11.2 Heating, Ventilation, & Air-Conditioning
11.3 Elevators, Escalators, & Conveyors
11.5 Heating Appliances [Also See Comm 14.11]
11.6 Rubbish Chutes, Incinerators, & Laundry Chutes
11.8 Smoke Control
11.9 Emergency Command Center
Ch 12 Features of Fire Protection
12.1 General
12.2 Construction
12.3 Fire-Resistive Materials & Construction
12.4 Fire Doors & Windows
12.5 Interior Finish
12.6 Contents & Furnishings
12.7 Fire Barriers
12.8 Smoke Partitions
12.9 Smoke Barriers
Ch 13 Fire Protection Systems
13.1 General
13.2 Standpipe Systems
13.3 Automatic Sprinklers [Also See Comm 14.13(1)-(2)]
13.6 Portable Fire Extinguishers
13.7 Detection, Alarm, & Communications Systems
[Also See Comm 14.13(3)]
13.8 Other Fire Protection Systems
Ch 14 Means of Egress
14.4 Means of Egress Reliability
14.5 Door Openings
14.12 Illumination of Means of Egress
14.13 Emergency Lighting
14.14 Marking of Means of Egress

Ch 16 Safeguards During Building Construction, Alteration, & Demolition Operations
16.1 General Requirements
16.4 Safeguarding Construction & Alteration Operations
[Also See Comm 14.16]
Ch 17 Wildland Urban Interface
Ch 18 Fire Department Access & Water Supply
[Also See Comm 14.01(2)4.a.-b.]
18.1 General
18.2 Fire Department Access
Ch 19 Combustible Waste & Refuse
19.1 General
19.2 Combustible Waste & Refuse
Ch 20 Occupancy Fire Safety
Ch Scope: Furnishings; Contents; Decorations; Treated Finishes; Scenery; Foam; Exhibit & Display Materials; Hot Plates; Cooking Operations; Exposition Facilities & Trade Shows; Crowd Managers; Multi-Level Play Structures; High-Rise Buildings; Bulk Storage; Pesticides & Herbicides
14.20 Open Flame Devices & Pyrotechnics All Occupancies
Ch 21 Airports & Heliports
Ch 22 Automobile Wrecking Yards
Ch 23 Cleanrooms
Ch 24 Drycleaning
Ch 25 Grandstands & Bleachers, Folding & Telescopic Seating, Tents, & Membrane Structures
25.1 General
25.2 Tents
Ch 26 Laboratories Using Chemicals
Ch 27 Manufactured Home & Recreational Vehicle Sites
[Not Included - See Comm 14.27 & Comm 26]
Ch 28 Marinas, Boatyards, Marine Terminals, Piers, & Wharves
Ch 29 Parking Garages
29.1 General
Ch 30 Motor Fuel Dispensing Facilities & Repair Garages
30.1 General
30.2 Repair Garages
30.3 Operational Requirements
Ch 31 Forest Products
Ch 32 Motion Picture & Television Production Studio Soundstages & Approved Production Facilities
Ch 33 Outside Storage of Tires
Ch 34 General Storage
34.1 General
34.4 Storage Arrangement
34.5 General Fire Protection
34.6 Building Equipment, Maintenance, & Operations
34.10 Storage of Idle Pallets
Ch 40 Dust Explosion Prevention
Ch 41 Hot Work Operations
41.1 General
41.2 Responsibility for Hot Work
41.3 Fire Prevention Precautions

Ch 42 Refueling
42.1 General
Ch 43 Spraying, Dipping, & Coating Using Flammable or Combustible Materials
[Also See Comm 14.01(1)(f) & Comm 10]
43.1 Application
43.5 Miscellaneous Spray Operations
Ch 44 Solvent Extraction
Ch 45 Combustible Fibers
45.1 General
45.3 No Smoking
45.6 Baled Storage
45.7 Storage of Hay, Straw, & Other Similar Agricultural Products
Ch 50 Commercial Cooking Equipment
50.1 Applic. "ion
50.2 General Requirements
50.4 Fire-Extinguishing Equipment
50.5 Procedures for the Use & Maintenance of Equipment
50.6 Minimum Safety Requirements for Cooking Equipment
Ch 51 Industrial Ovens & Furnaces
Ch 52 Stationary Lead-Acid Battery Systems
Ch 53 Mechanical Refrigeration
Ch 60 Hazardous Materials
Ch 61 Aerosol Products
Ch 63 Compressed Gases and Cryogenic Fluids
63.1 General Provisions
63.3 Compressed Gases
Ch 64 Corrosive Solids & Liquids
Ch 65 Explosives, Fireworks, & Model Rocketry
[Also See Comm 14.65]
65.1 General
65.2 Display Fireworks
65.3 Pyrotechnics Before a Proximate Audience
65.11 Sale, Handling, & Storage of Consumer Fireworks
Ch 66 Flammable & Combustible Liquids
[Also See Comm 14.01(1)(f) & Comm 10]
66.19 Operations
66.9 Container & Portable Tank Storage
Ch 67 Flammable Solids
Ch 68 Highly Toxic and Toxic Solids & Liquids
Ch 69 Liquefied Petroleum Gases & Liquefied Natural Gases
69.1 General Provisions
69.2 LP-Gas Equipment & Appliances
69.3 Installation of LP-Gas Systems
69.5 Storage of Cylinders Awaiting Use, Resale, or Exchange
69.8 Liquefied Natural Gas [LNG]
Ch 70 Oxidizers & Organic Peroxides
Ch 71 Pyrophoric Solids & Liquids
Ch 72 Unstable [Reactive] Solids & Liquids
Ch 73 Water-Reactive Solids & Liquids
* Other Violations - See Remarks Below

REMARKS - A COPY OF THIS NOTICE WILL BE ON FILE IN THE OFFICE OF THE FIRE INSPECTOR FOR FURTHER ACTION

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04 (1)(m)].

Jerry Henderson 715-682-6414

715-207-3959

Jerry@upnorthfoods.com

CR. K

OWNER/AGENT/MANAGER REPRESENTATIVE

INSPECTING OFFICER/FIRE DEPARTMENT

SUBJECT: Approve to Amend Chapter 922 (1488) Alcoholic Beverages Regulation, Ashland City Ordinances to Designate the City Clerk as Issuer of Operators' Licenses (*Clerk*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: City Attorney

EXHIBITS:

1. Proposed Ordinance
2. Chapter 922 Alcoholic Beverages Regulation.

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

Wisconsin Legislation amended the [State Statute 125 Alcohol Beverages](#), regarding issuing Operator's Licenses for the sale of alcoholic beverages, allowing each municipal governing body to designate a municipal official to issue the licenses.

In order to comply with [WI SS 125.17](#), it is recommended that Council approve to amend Chapter 922 (1488) Ashland City Ordinances to designate the City Clerk or those appointed by the City Clerk to issue operator's licenses for those serving in the City of Ashland.

ORDINANCE TO AMEND CHAPTER 922 (1488), ASHLAND CITY ORDINANCES, ALCOHOLIC BEVERAGES REGULATION TO DESIGNATE THE CITY CLERK AS ISSUER OF OPERATOR LICENSES.

An ordinance adopted by the Common Council for the City of Ashland at its regular meeting of May 26, 2020 for the purpose of adding section 922.15 Issuance of Operator Licenses.

SECTION I:

Section 922.15 shall be added to read:

Issuance of Operator Licenses. Pursuant to Wis. Stats., § 125.17, the City Clerk of the City of Ashland shall be designated as the municipal official authorized to issue operator's licenses with the same authority and following the same procedures as required by the City Council for issuing such operators licenses as prescribed in Sections 20-611, of these ordinances.

SECTION II

This ordinance shall take effect upon passage and publication.

PASSED: May 26, 2020
PUBLISHED: June 3, 2020

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

CHAPTER 922. ALCOHOLIC BEVERAGES REGULATION.

922.10. Adoption of state statutes. The provisions of Chapter 125 of the Wisconsin Statutes and all acts amending or supplementing the above cited statutes are adopted, so far as applicable, except as otherwise provided by this ordinance. Any conflict between the provisions of this chapter and Chapter 125 of the Wisconsin Statutes shall be resolved in favor of the statutory provision and the remainder of this chapter shall not be affected thereby.

922.20 License fees.

- (a) Class “A” Fermented Malt Beverage. The fee for a Class “A” fermented malt beverage license shall be one hundred (\$100) dollars per year.
- (b) “Class A” Cider. There is no fee for a “Class A” Cider license.
- (c) “Class A” Intoxicating Liquor. The fee for a “Class A” intoxicating liquor license shall be five hundred (\$500) dollars per year.
- (d) Class “B” Fermented Malt Beverage. The fee for a Class “B” fermented malt beverage license shall be one hundred (\$100) dollars per year.
- (e) “Class B” Intoxicating Liquor. The fee for a “Class B” intoxicating liquor license shall be five hundred (\$500) dollars per year.
- (f) Reserve “Class B” Intoxicating Liquor. The initial issuance fee for a Reserve “Class B” intoxicating liquor license shall be ten thousand (\$10,000) dollars, plus the annual “Class B” intoxicating liquor license fee. The \$10,000 fee is a one-time fee, however, a reissuance of a Reserve Class B intoxicating liquor license to a new licensee shall be subject to the ten thousand (\$10,000) issuance fee. Bona fide clubs and lodges situated and incorporated in the state for at least six years that apply for Reserve “Class B” licenses are exempt from paying the minimum \$10,000 initial issuance fee.
- (g) “Class C” Wine. The fee for a “Class C” wine license shall be one hundred (\$100) dollars per year.
- (h) Wholesaler’s Licenses for Fermented Malt Beverages. Effective July 1, 2011, the City of Ashland will no longer issue wholesale fermented malt beverage (FMB) licenses. The Wisconsin Department of Revenue will issue wholesale permits as established by 2011 Wisconsin Act 32.
- (i) Special Six-month Licenses. The fee for a Special Six-Month “Class A” intoxicating liquor, “Class B” intoxicating liquor, or Class “B” fermented malt beverage license shall be one-half the annual fee set for said license.

(j) Provisional Licenses. Individuals who apply for the following licenses may be issued a provisional retail license by the Clerk's office: provisional Class "A" fermented malt beverage, "Class A" Cider license, "Class A" intoxicating liquor, Class "B" fermented malt beverage, "Class B" intoxicating liquor license or "Class C" wine license. The application will be reviewed and approved by the Police Department. The fee for a provisional license shall be \$15.00 each with the exception of no fee for a "Class A" Cider license. The provisional license will expire 60 days after its issuance or when the applicant receives a regular license, whichever is first. The Clerk's office may revoke the provisional license if the Clerk discovers the holder made a false statement on the application. The City of Ashland will not issue a provisional license for a "Class B" liquor license if the quota has been met. The City of Ashland will not issue a provisional license for a "Class A" cider license if the applicant does not have a Class "A" fermented malt license for the same location. No person may hold more than one provisional retail license for each type of license applied for by the holder each year.

(k) Temporary Licenses. The fee for a Temporary Class "B" fermented malt beverage (picnic) license shall be ten (\$10) dollars per day. The fee for a Temporary "Class B" wine license shall be ten (\$10) dollars per day. If both a temporary Class "B" fermented malt beverage license and a temporary "Class B" wine license are obtained for the same event, only one ten (\$10) dollar fee shall be charged.

(l) Operator's Licenses. Applicants for an operator's license shall have the option of applying for a one-year license or a two-year license. The fee shall be established in the City of Ashland Comprehensive Fee Schedule. Licenses shall be issued for the fiscal year beginning July 1 and ending June 30 of each year.

(m) Provisional Operator's License. Individuals who apply for an operator's license may be issued a provisional operator's license by the Clerk's office pending action from the Common Council and pending completion of State-mandated training requirements. The application must be reviewed and approved by the Police Department. The provisional license shall expire sixty (60) days after its issuance or when the applicant receives a regular operator's license, whichever is first. There shall be no additional fee for a provisional Operator's License.

(n) Temporary Operator's License. A temporary operator's license to serve at a special event may be issued to an individual employed by, or donating their services to, a nonprofit organization. The license shall be valid for any one period from one day to fourteen days. No person may hold more than one temporary license per year. The fee for a temporary license shall be five (\$5) dollars.

922.30. Quotas.

(a) "Class A" Intoxicating Liquor. The quota for "Class A" intoxicating liquor licenses in the City shall be three (3) licenses.

(b) “Class B” Intoxicating Liquor/Reserve “Class B” Intoxicating Liquor. The quota for “Class B” intoxicating liquor licenses shall be determined by the provisions of Sec. 125.51(4), Wis. Stats., which created a quota of twenty-six (26) regular “Class B” intoxicating liquor licenses and twelve (12) Reserve “Class B” intoxicating liquor licenses. Under the provisions of State Statute 125.51(4)(br)2., one additional Reserve “Class B” intoxicating liquor license may be created for each increase of 500 population or fraction thereof to the population total of 8,797 (eight thousand, seven hundred ninety-seven).

- (1) It is specifically provided that 1 of the 26 licenses described in this section shall be reserved for granting to bona fide clubs, state, county, or local fair associations, or agricultural societies, lodges, or societies that have been in existence for not less than six months prior to the date of application.

(c) Unissued Licenses. If any “Class B” intoxicating liquor license within the above-stated quotas is allowed to expire without an accepted request by the licensee that it be re-issued to another licensee for the same premises, it shall be retired and shall reduce the quota for regular “Class B” intoxicating liquor licenses by one. The Council may continue to retire licenses until the number of 16 licenses available is reached to equal that of one for every 500 persons, corresponding to a population of 8000. The initial issuance of a Reserve “Class B” intoxicating liquor license shall require an affirmative vote of two-thirds (2/3) of the entire membership of the City Council.

- (1) Exceptions: The Council may vote to issue extra licenses if circumstances are such that the applicant:

- (a) Is a full service restaurant with a seating capacity of 300 or more, or;
- (b) Is a hotel with 50 or more rooms and a restaurant with a seating capacity of 150 or more, or;
- (c) Is a banquet hall with a seating capacity of 400 or more.

922.40. Local options.

(a) Adoption of Off-Sale Provisions for “Class B” Intoxicating Liquor Licenses. The City of Ashland elects to come under Sec. 125.51(3)(b), Wis. Stats., and provides that a retail “Class B” license authorizes the sale of intoxicating liquor to be consumed by the glass only on the premises where sold and also authorizes the sale of intoxicating liquor in the original package or container, in multiples not to exceed four (4) liters at any one time, and to be consumed off the premises where sold. Wine, however, may be sold for consumption off the premises in the original package or otherwise in any quantity.

(b) Licenses for Non-Intoxicating and Soda Water Beverages. Class “B” fermented malt beverage licensees may also sell beverages containing less than one-half of one per centum alcohol by volume without obtaining a special license to sell such beverages pursuant to Section 66.053(1) of the Wisconsin State Statutes.

(c) Restrictions Related to Other Uses. No Class A or Class B intoxicating liquor or fermented malt beverage license shall be issued for any premise which is used as a laundromat; or for any premise which is not used primarily for the sale of gasoline, groceries and/or bait, as a restaurant, or for the sale of intoxicating liquor and fermented malt beverages.

(d) Excessive Number of Licenses Not Permitted. No more alcohol-related licenses than are legally necessary to conduct the alcohol-related business shall be issued for a single, contiguous premise.

(e) Delinquent Taxes and Fees. No license shall be granted or renewed for the operation of any premises upon which real estate taxes, personal property taxes, assessments, or other financial claims or forfeitures are delinquent or unpaid.

(f) Temporary Expansion of Premises Description. The Chief of Police, or the Chief's designee, shall be given authority to grant a temporary change to the licensed premise description to accommodate special events.

(g) Failure to do Business. Within one hundred eighty (180) days from the initial issuance of a Class A or Class B intoxicating liquor or fermented malt beverage license, a licensee shall be open for business with adequate stock and equipment or the license shall be revoked by the Common Council following a revocation hearing. If any Class A or Class B intoxicating liquor or fermented malt beverage licensee shall suspend or cease doing business for a period of 180 days, the license shall be revoked by the Common Council following a revocation hearing. For the purposes of this subsection, the licensed premises must be open for business a minimum of twenty (20) hours per week or the license will be subject to the failure to do business provisions. The 180 days shall not necessarily need to be successive to impose the provisions of this subsection. This subsection shall not apply to the licenses held for the Bay Area Civic Center premises, Chapel on Third Event Center, or for bona fide clubs, state, county, or local fair associations, or agricultural societies, lodges, or societies that have been in existence for not less than six months prior to the date of application.

922.41. Drinking in Public Places

Except as provided in Sections 922.42 and 501.06(e), it shall be unlawful for any person or persons to sell, serve, or consume, or possess an open container containing any type of intoxicating liquor or fermented malt beverage on any public street or sidewalk or public parking area within the City.

922.42. Licensed Premises may include public rights-of-way.

(a) An applicant for a license under this Chapter who is qualified to obtain a permit under Sec. 508.41(c) may include in the description of the "premises" to be licensed a portion of public right-of-way as described in Sec. 501.06(e).

(b) No licensee may sell, serve, or allow the consumption of any intoxicating liquor or fermented malt beverage on any public-right-of-way without a permit under Sec. 501.06(e). The issuance of license under this chapter for premises including a public right-of-way does not grant any right to the issuance, renewal, or non-revocation of a permit under Sec. 501.06(e).

(c) Any licensee who sells, serves, or allows the consumption of any intoxicating liquor or fermented malt beverage on any public-right-of-way under a permit issued pursuant to Sec. 501.06(e), shall clearly demarcate for its customers the limits of the licensed premises, by means such as but not limited to appropriate signage, stanchions or planters, as approved by the Department of Planning and Development under the licensee's permit issued pursuant to Sec. 501.06(e).

922.50. Revocation of licenses. Licenses issued under the provisions of this chapter may be revoked by the Council of the City of Ashland after notice and hearing for any of the following causes:

- (a) Fraud, misrepresentation, or incorrect statement contained in the application for license;
- (b) Fraud, misrepresentation, or incorrect statement made in the course of carrying on his/her business;
- (c) Any violation of this ordinance;
- (d) Conviction of any crime or misdemeanor.

922.51. Notice of hearing. Notice of the hearing for revocation of a license shall be given by the City Clerk in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed, postage prepared to the licensee at his/her last known address at least 72 hours prior to the date set for hearing, or shall be delivered by a Police Officer in the same manner as a court summons.

922.60. Penalty for violation of ordinance. Any person, firm, or corporation that shall violate any of the provisions of this ordinance shall forfeit not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each offense, plus the cost of prosecution. Each day's violation of the provisions of this ordinance shall constitute a separate offense.

922.611 Severance Clause

The provisions of this ordinance are declared to be severable and if any section, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this ordinance, but they shall remain in effect, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.

922.612 Effective Date

This ordinance shall be effective upon its passage and publication.

ADOPTED: 922 (1488) 1/25/2000

AMENDMENTS: 922 (1516) 6/26/2001; 922 (1644) 12/12/2006; 922 (1688) 9/30/2008;
922 (1780) 3/13/2012; 922 (1784) 4/17/2012;
922 (2015-1850) 8/25/2015; 922 (2015-1857) 9/29/2015;
922 (2016-1870) 5/31/2016; 922 (2017-1898) 9/26/2017;
922 (2018-1904) 6/12/2018; 922 (2019-1923) 12/03/2019

SUBJECT: Presentation by Dr. Karl Solibakke, Northland College President

RECOMMENDATION:

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES:

EXHIBITS:

EXPENDITURES REQUIRED:

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

SUBJECT: Approve a Resolution for the Submission of a 2020 Community Development Block Grant-Public Facilities (CDBG-PF) Application and Commitment of Matching Funds (*Planning and Development*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development Department
Public Works Department
Finance Department

EXHIBITS:

1. Proposed Resolution
2. CDBG-PF 2020 Service Area Map
3. Budget Summary UPDATED

EXPENDITURES REQUIRED: \$500,000 (This is the minimum match amount required; full match amount won't be known until bids are received)

AMOUNT BUDGETED: \$500,000 Funds 680 & 690 Water and Wastewater Utility

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan, which encourages the City to leverage grant dollars when possible to continually address deferred maintenance to City infrastructure.

SUMMARY STATEMENT:

An application is being developed by the Planning and Development Department to apply for a Community Development Block Grant-Public Facilities (CDBG-PF) grant in the amount of \$1,000,000. In order to be eligible to apply for the full \$1,000,000 available, the City must commit to matching a minimum of \$500,000 for the identified project. A current project cost estimate summary is attached, but final matching fund amounts

exceeding the minimum \$500,000 will not be known until bids are received.

Sufficient funding through the Water and Wastewater Utility Funds 680 and 690 is available to provide the minimum \$500,000 matching funds. Fund 470 (Streets Fund) and CDBG dollars will be utilized to fund the remainder of the project cost.

This is a competitive grant process, and if approved, funding will be utilized to fully reconstruct 6th Street East from 13th Avenue East to 19th Avenue East including the utilities, road, sidewalks, curb and gutter, and fire hydrants. This will be a big improvement for the surrounding property owners, and is an important step towards addressing the City's I&I issues. The project area is located within Sewer District 7 and previous studies have shown that this District is the largest contributor of I&I within the City.

The project will replace six blocks of water, sewer and storm infrastructure that has greatly exceeded its useful life. In addition, previously completed testing has indicated that there are significant, direct sources of inflow in the project area that will be corrected through the replacement of this infrastructure. Some residents have also experienced sewage back ups and it is anticipated that replacement of the sewer main located in the roadway will alleviate these issues.

**RESOLUTION FOR THE SUBMISSION OF A 2020 COMMUNITY DEVELOPMENT
BLOCK GRANT– PUBLIC FACILITIES (CDBG-PF) APPLICATION AND
COMMITMENT OF MATCHING FUNDS**

WHEREAS, Federal monies are available under the Community Development Block Grant – Public Facilities (CDBG-PF) program, administered by the Wisconsin Department of Administration (DOA) Division of Energy, Housing and Community Resources (DEHCR) for the purpose of the provision or improvement of public facilities (CDBG-PF); and

WHEREAS, a Public Hearing was held on December 3, 2019 related to the proposed project activities; and

WHEREAS, after public meeting and due consideration, the Ashland City Council has recommended that an application be submitted to DOA for the following project(s):

- Reconstruction of 6th Street East from 13th Avenue East to 19th Avenue East and replacement of all underground utilities; and

WHEREAS, it is necessary for the City to approve the preparation and filing of an application for the City to receive funds from this program; and

WHEREAS, the City Council has reviewed the need for the proposed project(s) and the benefit(s) to be gained there from; and

WHEREAS, an adequate local financial match must be provided for the proposed Public Facilities project by the City of Ashland.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Ashland does hereby approve and authorize the preparation and filing of an application for the above-named project in the amount of \$1,000,000; authorizes the commitment of match funds to be used as outlined in the CDBG application for the minimum required match amount of \$500,000, from the following secured source(s): City of Ashland Water Utility fund balance and 2020B general obligation note issue proceeds in the amount of \$476,460, and Wastewater Utility fund balance in the amount of \$410, 220; and that the Mayor is hereby authorized to sign all necessary documents on behalf of the City; and that authority is hereby granted to the Department of Planning and Development to take the necessary steps to prepare and file the application for funds under this program in accordance with this resolution.

Passed and adopted this May 26, 2020.

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

CDBG-PF 2020 Service Area Map



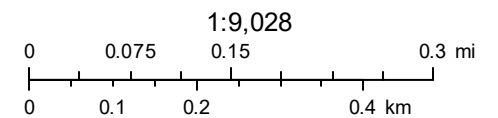
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Lines

Parcel Mapping

Override 1

Parcel Labels



City of Ashland Public Works Department, GIS Division
PICTOMETRY INTL

	Construction Total	Construction Contingency	Engineering Services	Project Total			
General Fund	\$953,902.50	\$143,085.38	\$117,718.83	\$1,214,706.71	CDGB, Fund 470		
Water Utility	\$358,279.28	\$53,741.89	\$64,437.56	\$476,458.73	Fund 680 G.O. Note & Pooled Cash		
Wastewater Utility	\$310,008.22	\$46,501.23	\$53,705.83	\$410,215.28	Fund 690 Pooled Cash		
TOTAL PROJECT	\$1,622,190.00	\$243,328.50	\$235,862.22	\$2,101,380.72			

SUBJECT: Approve to Accept Hoeft Builders as Resident Project Representative for the New Police Facility Project (*Administrator*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: City Administrator
City Attorney

EXHIBITS:

1. Hoeft Builders Construction Manager Proposal Ashland Police Department Project
2. AIA - Standard Form of Agreement
3. Police Station Construction Budget Approved March 10, 2020

EXPENDITURES REQUIRED: \$125,000 (Approx)

AMOUNT BUDGETED: \$203,000 - Per police station budget

APPROPRIATION REQUIRED: \$ -0-

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on May 1, 2020 that Hoeft Builders is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

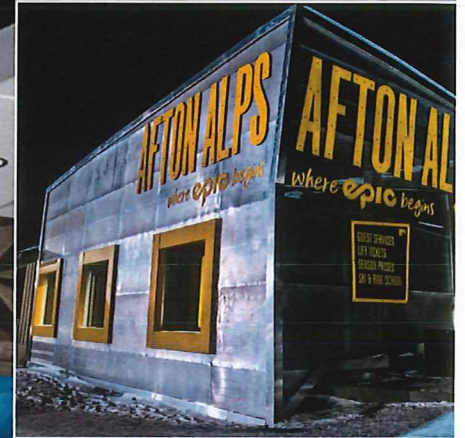
The City sent a RFP directly to seven firms and posted it on wisconsinbids.com, bidnet.com and the APA websites for construction management services for the new police facility. We received one response to the RFP from Hoeft Builders.

Hoeft Builders is an Eau Claire based company that specializes in managing the construction of large building

projects in the private and public sectors. John Butler and I interviewed representatives from Hoeft and are confident they would be a great firm to guide the PD project.

The contract is based on time and materials. After consultation with Hoeft and the Public Works Director, we believe around \$125,000 will be sufficient to cover the services required for the project. This amount is in line with what the Finance Director had estimated we would have available for construction management services.

Attached is the agreement to retain Hoeft as our Resident Project Representative for the duration of this project. The agreement has been reviewed by the city attorney. I have also attached their response to the RFP.



BUILT BY HOEFT.

Construction Management • Design/Build
General Contractor • Real Estate Development

HOEFT
HOEFTBUILDERS.COM

April 22, 2020

Brant Kucera
City Administrator
City of Ashland

Dear Brant:

Hoeft Builders is pleased to submit a proposal for your review for the Construction Manager for the planned new Police Department building. Honesty. Loyalty. Integrity. These three qualities are the foundation for our growing business. At Hoeft, we strive to provide the highest level of construction management services to all whom we work with and we would be honored to work with you on this project.

Our proven preconstruction and construction management methods have been perfected over time and this has provided us with the performance matrixes to deliver projects on-time and on-budget every time. We have the knowledge, expertise and a proven track record with hundreds of completed projects in our professional portfolio. We are proud of the work we do, we value our client relationships and our team of dedicated employees. We bring both a culture of inquisitiveness and innovation from our wide array of past projects across disciplines to help drive critical decisions that will deliver unique ideas with a reasonable budget and schedule.

Hoeft Builders has been in business for 37 years and we have perfected our approach to projects – in fact 80% of our project come from repeat customers – this cannot be attained unless we do what we say we are going to do on every project. We are a very transparent company providing our customers with the level of details they deserve, we do this because we strive to build long-term relationships with all of our customers. Our clients tell us they trust the expertise we bring and the innovative solutions we provide.

Hoeft Builders provides a proven project team with extensive experience working on commercial projects; a quality control program that sets our team apart; hands on project management including weekly face-to-face meetings, printed documentation and electronic information transfer to keep all the stakeholders current with project advancements. We pride ourselves on bringing the right team together for every project. Our turn-key services allow you to concentrate on running your business while we focus on providing the services you need to make your project a reality.

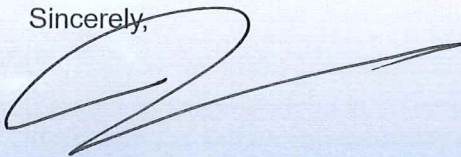
We value our relationships with our customers and sincerely would like to be your construction partner on your project in Ashland, Wisconsin

Hoeft Builders, Inc

715-833-1761

Date incorporated: September 4, 1983

Sincerely,



Jay Rideout, President





Ahead of schedule.

ABOVE & BEYOND

(And that's before we start building.)

At Hoeft we have access to thousands of crews to drive this project and stay ahead of schedule from the get-go. Where other construction companies have restricted resources, we have teams ready to begin yesterday.

— HOEFT VALUE: —

LEADERSHIP

A leadership team that brings more than 75 years of combined experience

EXPERT KNOWLEDGE

Significant project experience

PRECONSTRUCTION EXPERTISE

Will maximize your budget

PEACE OF MIND

1-Year Workmanship Warranty, in addition to manufacturers warranties and once a year preventative maintenance

LOCAL RELATIONSHIPS

Excellent working relationships with architects, engineers and subcontractors

TIMELINE & BUDGET CERTAINTY

Displayed on all projects

**“WE BUILD ROCK SOLID RELATIONSHIPS
BY BUILDING ROCK SOLID PROJECTS.”**



Building with EXPERIENCE. Building for the FUTURE. **BUILT BY HOEFT.**

We value the relationships we have built over the last 37 years. Our transparent approach leads to long term relationships; in fact 80 percent of our projects are with repeat customers and we are 100 percent flattered.

HOEFT BUILDERS BACKGROUND

Hoeft Builders is an exceptional, innovative and experienced construction management firm based in Altoona, Wisconsin and operates throughout the midwest. The Hoeft team is comprised of 40 talented people. While we haven't worked with C&S, we have excellent relationships with architects and approach every project as a team. We are adept at working through the post closure modification process with the DNR and incorporate LEED into every project we complete.

PRECONSTRUCTION PHASE APPROACH DESIGN BUILD

Our early involvement minimizes costly surprises and allows you to ask what-if questions about budgeting, scheduling, materials and design options. All prior to commencing work.

We partner with an architect up front on projects to bring the best value to you.

VALUE ENGINEERING

Value engineering and value analysis are continuous procedures that occur prior to and in conjunction with constructability reviews. This includes analyzing the building components' design from a construction viewpoint with the goal of balancing performance and quality against initial and total life-cycle costs. This collaborative process results in cost-savings

opportunities, along with aesthetic or performance enhancements without sacrificing quality.

QUALITY CONTROL

Hoeft Builders prides our success and reputation on repeat customers. In this highly competitive industry, repeat business comes in only one way – excellent quality. We achieve this through:

- Full time superintendent on site
- Full time project manager
- Competitively bidding the divisions of the project to local and regional prequalified subcontractors

COMPETITIVE BIDDING PROCESS

Hoeft Builders is strategically aligned to hire the best contractors for every project. We are able to do this because of the relationships we have developed with contractors over the past 37 years. Our ability to competitively bid each division of the project is one of our strategic advantages because we pass these savings on to our customers, creating a win-win-win scenario for you the customer, the project and the community.





The Relationship is **BUILT IN.**

PROGRESS MEETINGS, PROJECT REPORTING AND COST REPORTING AND TRACKING

- Weekly progress meetings with owners and project team
- Continual project reporting
- A fully-integrated construction software with cross-functional capabilities to manage all aspects of the construction cycle, including accounting, procurement, document management, project management cloud services, and estimating and job cost reports.

SUBCONTRACTOR & SCHEDULE MANAGEMENT

We use the most comprehensive project management tools to ensure our projects are on time and on budget.

our process includes:

- Overall Development Schedule
- Detailed Construction Schedule
- Procore and Bluebeam construction management programs to keep the entire team up-to-date with project plans, RFI's and updated project notes that can be shared with your Board & Management team.

PROJECT COMPLETION, FOLLOW-UP AND WARRANTY

Operation and maintenance (O & M) flash drives will be given to you which will include:

- Construction Warranties
- Project Warranties
- Product Manuals
- As-built Drawings

HOEFT BUILDERS PROVIDES:

- On-site training
- 30 day warranty walk through
- 11 month follow up
- 1 Year Workmanship Warranty, above & beyond manufacturers warranties on the project



Building with EXPERIENCE. Building for the FUTURE.

BUILT BY HOEFT.

We have the perfect turn-key delivery system and bring over 35 years of experience to the table. We've grown by sticking to our mission statement: "Building rock solid relationships by building rock solid projects."

HOEFT'S CAPABILITIES & SERVICES

- Site Selection
- TIF negotiation
- Preconstruction
- Constructability analysis
- MEP planning and review
- Construction sequencing/scheduling
- Coordination with governing agencies
- Subcontractor prequalifications
- Real time estimating
- Bidding and procurement
- Cost Control
- Project close-out
- Warranty management
- Reporting
- Self-perform carpentry
- Site master planning
- Record/as-built drawings
- Visioning
- Space and finish guidelines
- Leasing
- Property Management

CHOOSE HOEFT BUILDERS:

We will utilize our network of local subcontractors, and will leverage our relationships with authorities for your project. With our proven track record of working as a team with architects on all of our projects - Hoeft Builders is the right choice.

The HOEFT experience is a turn-key approach to every project, in fact 80 percent of our projects today come from repeat customers. Our clients tell us they trust the expertise we bring and the innovative solutions we provide. We build customer loyalty by doing what we say we are going to do, being honest and open on all of our projects. Our proven preconstruction and construction methods have been perfected over time and have provided us with the key performance matrixes to deliver our projects on-time and on-budget every time.

FEE

Preconstruction: 0%

Construction Management Fee: 2.5%



Rock solid projects. Rock solid **RELATIONSHIPS.**

Hello, we're Hoeft. We engage, listen, and then deliver. It's how we build. We'd like to introduce you to your partners on this project.



JAY RIDEOUT President/Partner

Jay has 20+ years construction experience and has moved up through the ranks at Hoeft Builders. Jay started out as a Superintendent, then became a Project Manager, then was promoted to Vice President of Operations and is currently President of Hoeft Builders.

Notable Work:

Packaging Corporation of America, Advanced Laser Machining, VC Valley Companies, Price Electric Cooperative, Oakleaf Clinics, multiple locations; Film Tech, Valley Cartage, Oral Surgery, Jump River Electric Cooperative, WESTconsin Credit Union, multiple projects, Horton Orthodontics, Twin Cities Oral Surgery, Holiday convenience stores, multiple locations, Casey's, OBGYN Clinic, Bill's Distributing.



LUKE RYKAL Vice President/Partner - Project Exec.

20 Percent devoted to this project

Luke has great relationships with all of our customers; he has a great sense of humor and is a great communicator. Luke has more than 20 years of commercial construction experience and a degree in Business Administration from UW-Stout.

Notable Work: Advanced Laser Machining, Film Tech, Hampton Inn & Suites, multiple locations, Best Western Plus, multiple locations, Residence Inn, Fairfield Inn & Suites, Smiles In Motion, multiple projects; Menomonie Street Dental, Lutsen Ski Resort, VES Corporate Headquarters, Granite Peak Ski Resort, Menomonie Street Dental, CRAY, HPE.



The Relationship is **BUILT IN.**

We're Hoeft. We engage, listen, and then deliver. It's how we build. We'd like to introduce you to your partners on this project.



JESSE JASKOWSKI Project Manager

Full-time inhouse Project Manager

Jesse has 10 years of commercial construction experience and holds the Project Management Professional certification. Jesse graduated from UW-Stout with a degree in Construction Management.

Notable Work:

VC Valley Companies, Oral Surgery Associates, Smiles In Motion, River City Center, Menomonie Street Dental, Packaging Corporation of America, Horton Orthodontics, Oakleaf Clinics, VES Corporate Office, First Street Station, Valley Cartage, Packaging Corporation of America.



MAUREEN CARLSON Project Coordinator

15 Percent helping with preconstruction

Maureen has more than 25 years experience in economic development and real estate development. Maureen works with customers to help them get access to economic development incentives for large projects, works on the preconstruction process and does site searches for clients.

Notable Work:

Valley Cartage, VES Corporate Office, Advanced Laser Machining - 2 projects, Jump River Electric Cooperative, Lutsen Ski Resort, WEST-consin Credit Union, multiple projects; Royal Credit Union, WNB Financial, Za51 Restaurant, Shillin Wealth Management, Hampton Inn & Suites, Best Western Plus, multiple projects, Best Western



Rock solid projects. Rock solid **RELATIONSHIPS.**

We're Hoeft. We engage, listen, and then deliver. It's how we build. We'd like to introduce you to your partners on this project.



PERRY DUNLAP General Superintendent

15 Percent devoted to this project

Perry has more than 20 years of commercial construction experience and has worked his way up at Hoeft Builders. Perry started out as a Carpenter, was promoted to Superintendent and currently serves as General Superintendent. Perry oversees all projects and works with the Superintendents in the field.

Notable Work: Packaging Corporation of America, Advanced Laser Machining, Price Electric Cooperative, Oakleaf Clinics, multiple locations; Film Tech, Valley Cartage, Oral Surgery, Jump River Electric Cooperative, WESTconsin Credit Union, multiple projects, CRAY, HPE.



CHRIS COLLE Senior Superintendent

Fulltime on-site Superintendent

Chris has been with Hoeft Builders for 16 years and has more than 20 years experience. Chris is loved by our customers for his no nonsense and excellent work ethic. Chris is also known to tell great stories.

Notable Work:

Valley Cartage, Oral Surgery, Smiles In Motion, River City Centre, Menomonie Street Dental, Packaging Corporation of America, Horton Orthodontics, Oakleaf Clinics, Ashley Furniture, Bill's Distributing, Northtown Ford, Mega Foods, Holiday Convenience stores, multiple locations.



Recent Project: **WESTCONSIN CREDIT UNION**

Menomonie, WI; 7/2019

This is the eighth project Hoeft Builders has completed for WESTconsin Credit Union. This new Administrative Center was needed for its expanding staff.



SIZE: 30,000 sq. ft. **DELIVERY:** Construction Manager

Reference: Jim Wookey, COO 715-235-3403 ext. 7729; jwookey@westconsincu.org

Address: 3227 Schneider Avenue, SE, Menomonie, WI 54751



Recent Project: **PACKAGING CORPORATION OF AMERICA, a Fortune 500 Company** Marshfield, WI; 12/2018

This Design/Build included a 350,000 sf manufacturing plant with offices and rail access into the building.



SIZE: 350,000 sq. ft. **DELIVERY:** Design/Build

Hoeft was hired by Packaging Corporation of America, a FORTUNE 500 Company, for this design build project based on our experience, our team and help with economic development incentives for the project. Reference: Mike Gross

Reference: Mike Gross; 404-924-0341; mikegross@packagingcorp.com

Address: 1 North Field Court, Lake Forest, IL 60045



Recent Project:

ADVANCED LASER

Chippewa Falls, WI; 2/2016

This Design/Build included a large manufacturing addition, a new office and blending the original building with new manufacturing and office space.



SIZE: 35,000 sq. ft. **DELIVERY:** Design/Build

Owner John Walton praised the process and our service for really understanding their needs and aligning with their vision through completion and warranty phases. We recently completed a new 22,000 sq. ft. facility across the street from their current location and Advanced Laser is leasing this new building from Hoeft.

Reference: John Walton, Principal; 715-828-3011; johnw@laser27.com Address: 600 Cashman Drive, Chippewa Falls, WI 54729



OTHER NOTABLE PROJECTS



PRICE COUNTY ELECTRIC COOPERATIVE

Location: Phillips, WI

Delivery Method: Construction
Manager

Completed: 6/2018

Reference: Bill Caynor

bcaynor@price-electric.com
1-866-787-5291



VES

Location: Chippewa Falls, WI

Delivery Method: Real Estate
Developer and Construction Manager

Currently under construction

Reference: Scott Biederman

715-577-1288



JUMP RIVER ELECTRIC COOPERATIVE

Location: Ladysmith, WI

Delivery Method: Construction
Manager

Currently under construction

Reference: Jim Anderson, CEO

715-532-5524



VC VALLEY COMPANIES CORPORATE OFFICE

Location: Hudson, WI

Delivery Method: Construction
Manager

Size: 40,000 sq.ft.

Completed: 7/2019

Reference: Andrew Kron

651-343-4969

andrewjkron@aol.com

Todd Gilbert

651-894-7601



OTHER NOTABLE PROJECTS



WESTCONSIN CREDIT UNION

Location: Altoona, WI
Delivery Method: Construction
Manager
Size: 5,500 sq. ft.
Completed: 2/2018

Reference: Jim Wookey/Brice Lyons
715-235-3403



WNB FINANCIAL

Location: Altoona, WI
Delivery Method: Construction
Manager
Size: 4,000 sq. ft.
Completed: 11/2019

Reference: Tom Seaholm
715-598-1529



ROYAL CREDIT UNION

Location: St. Croix Falls, WI
Delivery Method: Construction
Manager
Size: 3,000 sq. ft.
Completed: 1/2020

Reference: Amy Pabst-Forcier
amyfp@rcu.org
Completed: 1/2020



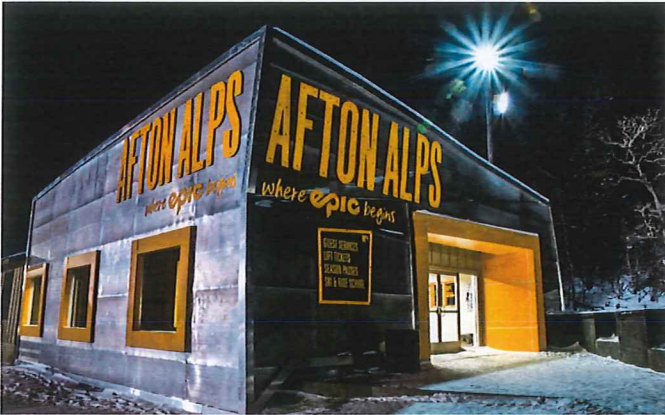
BEST WESTERN PLUS

Location: New Richmond, WI
Delivery Method: Design Build
Size: 40,000 sq. ft.
Completed: 3/2017

Reference: Tejas Brahmabatt
tejas34@gmail.com



OTHER NOTABLE PROJECTS



AFTON ALPS EXPANSION

Location: Afton, MN
Delivery Method: Construction
Manager
Size: 30,000 sq. ft.
Completed: 7/2014



ORAL SURGERY ASSOCIATES

Location: Altoona, WI
Delivery Method: Design Build
Size: 30,000 sq. ft.
Completed: 3/2019

Reference: Mary Campbell
 715-834-2593
 mcampbell@omsaec.com



HAMPTON INN & SUITES

Location: Menomonie, WI
Delivery Method: Construction
Manager
Size: 88 rooms
Completed: 2/2018

Reference: Dave Wogernese
 1-320-267-1425



FAIRFIELD INN

Location: Eau Claire, WI
Delivery Method: Construction
Manager
Size: 86 room
Completed: 4/2017

Reference: Greg Haselwander
 715-834-9997
 greghasel@haselwander.com



Construction Phase	Quantity	Unit	Rate	Total
Project Director	25	hrs	\$160	\$4,000
Senior Project Manager	92	hrs	\$150	\$13,800
Project Manager	700	hrs	\$130	\$91,000
Project Superintendent	1,600	hrs	\$115	\$184,000
LEED Coordinator				
Safety Coordinator	Included			
<u>Other</u>				
TOTAL				
Construction Management Fee	Quantity	Unit	Rate	Total
<u>CM Fee</u>			2.5%	\$107,500
Other Costs	Quantity	Unit	Rate	Total
<u>Non-Reimbursable Items</u>				
Total CM Fees				TOTAL
TOTAL FEES				\$400,300



Project	Base Budget	Final Number	% Over/Under	Contact Information
Jump River Electric	\$ 6,060,982.00	\$ 6,028,075.00	-0.54%	Jim Anderson, CEO 715-532-5524
Price Electric	\$ 5,738,937.00	\$ 5,740,017.00	0.02%	Bill Caynor, CEO, 1-866-787-5291
Westconsin Corporate Office Menomonie, WI	\$ 6,825,790.00	\$ 6,384,244.00	-6.47%	Jim Wookey, COO 715-235-3403
Westconsin Altoona, WI	\$ 2,322,820.00	\$ 2,133,243.00	-8.16%	Jim Wookey, COO 715-235-3403
Residence Inn - Eau Claire, WI	\$ 13,050,100.00	\$ 12,840,000.00	-1.61%	Neil Haselwander, Owner 715-834-9831
WNB Financial - Altoona, WI	\$ 2,464,597.00	\$ 2,417,190.00	-1.92%	Tom Seaholm, 715-598-1529

CONSTRUCTION MANAGEMENT PHASES

Hoeft Builder's project delivery process consists of distinct phases, each with its own set of goals:

PRE-CONSTRUCTION PHASE

- Construction documents.
- Permitting / approval process.
- Approve bids and select subcontractors and vendors.
- Detailed construction schedule.
- Verify approved financing.
- Order long lead items.

CONSTRUCTION PHASE

- Mobilize for construction.
- Coordinate trades and materials.
- Maintain project pro forma and schedule through weekly meetings.
- Substantial completion.
- Final punch list completion.
- Support / coordinate owner items.

POST-CONSTRUCTION PHASE

- Complete close-out matrix.
- Building commissioning.
- Onsite training.
- Maintenance / warranty checklist.
- FF&E / Owners Equipment.
- Follow up one year after building completion.

WARRANTY AND MAINTENANCE PHASE

- 30 day warranty walk through.
- 1 year warranty.
- Electronic product warranties.
- Electronic product manuals.

THE HOEFT CONSTRUCTION PROCESS





AIA[®] Document C103[™] – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the 18th day of May
in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Ashland
601 Main Street West
Ashland, WI 54806

and the Consultant:
(Name, legal status, address, and other information)

Hoelt Builders, Inc.
1450 Rivers Edge Drive, Ste A
Altoona, WI 54720

Consultant's discipline:
Resident Project Representative

for the following Project:

(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

Ashland Police Station
Ashland
Ashland, WI 54806

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Consultant's scope of services. A description of the Consultant's services must be inserted in Article 2 or attached as an exhibit.

This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

The Owner and Consultant agree as follows.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSULTANT'S RESPONSIBILITIES
3	ADDITIONAL SERVICES
4	OWNER'S RESPONSIBILITIES
5	COPYRIGHTS AND LICENSES
6	CLAIMS AND DISPUTES
7	TERMINATION OR SUSPENSION
8	COMPENSATION
9	MISCELLANEOUS PROVISIONS
10	SPECIAL TERMS AND CONDITIONS
11	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

14,700 Sq. Ft. Police Station

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

- .1 Design phase milestones, if any:
NA
- .2 Date for commencement of construction:
6/1/2020
- .3 Substantial Completion date:
8/1/2021
- .4 Other milestone dates:

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

Represent city at onsite meetings, inspections and site observations. Will be responsible to provide weekly reports and updates on schedule, quality and design conformance.

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

(List name, address, and other information.)

Ron Bluemel
1450 Rivers Edge Dr.
Altoona, WI 54720

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 **Insurance.** The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than 2,000,000.00 (\$1,000,000.00) for each occurrence and 2,000,000.00 (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than 1,000,000.00 (\$1,000,000.00) per claim and 1,000,000.00 (\$1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than 500,000.00 (\$ 500,000.00).

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than 1,000,000.00 (\$250,000.00) per claim and 1,000,000.00 (\$1,000,000.00) in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

- ☐ Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.
- ☒ Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) (Describe the deliverable(s))	Time Limits (Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)
Site Report Inspection Format	2 Weeks
Daily Log Format	2 Weeks

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.

(List name, address, and other information.)

Brant Kucera
601 Main St. West
Ashland, WI 54806

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

~~§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

~~§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.~~

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- ☒ Arbitration pursuant to Section 6.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

§ 6.3 Arbitration

§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, arising out of or related to this Agreement, subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 6.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 Consolidation or Joinder

§ 6.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:

(Insert amount of, or basis for, compensation)

Time and Material

RPR - \$115 Per Hour (Including Travel Time)

Mileage Expense - \$.58 per mile

Travel Per Diem - \$200 per night

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:

(Insert amount of, or basis for, compensation.)

Time and Material

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category
Resident Project Representative

Rate
\$115

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid following (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant. *(Insert rate of monthly or annual interest agreed upon.)*

percent (1.5%) monthly

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of ten percent (10%) of the expenses incurred.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

NA

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

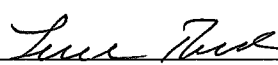
§ 11.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant.
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:
- .3 Scope of Services Exhibit(s) listed in section 2.1
- .4 Other documents:
(List other documents hereby incorporated into the Agreement.)

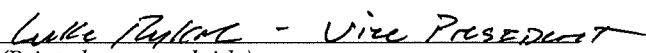
This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONSULTANT (Signature)



(Printed name and title)

POLICE STATION ESTIMATED BUDGET COUNCIL APPROVED MARCH 10, 2020	ESTIMATED FUTURE COSTS	APPROVED COSTS INCURRED	TOTAL INCURRED & ESTIMATED
SOURCES OF FUNDING			
2015B General Obligation Note-net of issue costs	\$ -	\$ 96,915	\$ 96,915
2017B General Obligation Note-net of issue costs	77,108	158,536	235,644
2020 General Obligation Notes	4,610,000	-	4,610,000
2020 Note Issuance Costs	(110,000)	-	(110,000)
Interest Income	600	-	600
WI PSC - Solar Grant & Focus on Energy Grant	105,130	-	105,130
USDA-RD grant expecting \$230-\$250K	-	-	-
Sale of CBE building and rental income	53,500	-	53,500
Contingency - CP 450 - Fund Balance	100,000	-	100,000
TOTAL SOURCES	\$ 4,836,338	\$ 255,451	\$ 5,091,789
COSTS			
Administration			
Printing , Advertising, Postage	\$ 2,000	\$ -	\$ 2,000
Moving furniture and equipment from City hall	2,000	-	2,000
Various equipment	10,000	-	10,000
Building permit	5,000	-	5,000
Building permit	5,000	-	5,000
ADMINISTRATION TOTAL	\$ 24,000	\$ -	\$ 24,000
Architect			
Pre-Design	\$ -	\$ 16,000	\$ 16,000
Design and Construction Documents	-	213,310	213,310
Construction Contract Bidding Process	-	13,332	13,332
Construction oversight	39,995	-	39,995
Reimb Fees - Plumbing/Electrical/Fire protection	-	3,256	3,256
Reimb - Geotechnical/plan review/travel/advertising	-	9,553	9,553
ARCHITECT TOTAL	\$ 39,995	\$ 255,451	\$ 295,446
Construction Management			
Construction Manager	\$ 200,000	\$ -	\$ 200,000
CM reimbursables	3,000	-	3,000
CONSTRUCTION MNG TOTAL	\$ 203,000	\$ -	\$ 203,000
Construction			
Construction Contract (Includes General conditions-site fencing/layout/ temp utilities/dumpsters and cleanup/ etc.)	\$ 4,232,424	\$ -	\$ 4,232,424
Water/Sewer service line	9,000	-	9,000
Materials/Soil Testing & hauling contingency	15,000	-	15,000
Solar Panels	126,250	-	126,250
CONSTRUCTION TOTAL	\$ 4,382,674	\$ -	\$ 4,382,674
TOTAL COSTS	\$ 4,649,669	\$ 255,451	\$ 4,905,120
SOURCES OF FUNDING OVER COSTS	\$ 186,669	\$ 0	\$ 186,669