

September 8, 2020 City Council and Committee of the Whole Meetings
5:30 PM - 8:30 PM (CDT)

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ASHLAND CITY COUNCIL MEETING

Tuesday, September 8, 2020 – 5:30 PM

Via GoTo Meetings

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. August 25, 2020 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

B. Appointments

6. CONSENT AGENDA

A. Miscellaneous Meeting Minutes

B. July 2020 Planning and Development Report

7. NEW BUSINESS

A. Update by Northland College President Dr. Solibakke

B. Public Hearing and Approve the Vacation of that Part of 44th Avenue East Lying between Lot 8 Block 3 and Lot 1 Block 4, All in Lake View Addition, City of Ashland, Ashland County, Wisconsin (*Planning*) Roll

C. Approve a Proclamation Recognizing the Week of September 21, 2020 through September 27, 2020 as National Rail Safety Week (*Administration*) Voice

- D. Approve a Resolution by the Common Council for the City of Ashland, Wisconsin, Approving the School District of Ashland School Resource Officer (SRO) Contract for Working Agreement - 2020-2021 School Year (*Police Chief*) Roll**
- E. Approve the State Municipal Agreement (SMA) Dated June 22, 2020 for the Prentice Avenue (6th Street East-11th Street East) Reconstruction Project (*Public Works*) Roll**
- F. Approve to Award Contract to Next Energy Solutions for the Ashland Police Station Solar Array (*Planning*) Roll**
- G. Approve to Create Chapter 5 Municipal Board of Absentee Canvassers, Ashland City Ordinances, for Absentee Ballot Processing (*Clerk*) Roll**
- H. Approve to Waive Bid Requirements as Outlined in Chapter 194.03, Ashland City Ordinances, and Approve to Purchase New Election Tabulation Machines from ES&S (*Clerk*) Roll**
- I. Approve the Reduced Rate for Registered 501(c)3 Organizations for Vaughn Library Building Third Floor Office Spaces (*Administration, Library Director*) Voice**

8. ADJOURNMENT

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

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

**August 25, 2020 City Council and Committee of the Whole Meetings
Tue, Aug 25, 2020 5:30 PM - 8:30 PM (CDT)**

**Please join the meeting from your computer, tablet or
smartphone.**

<https://global.gotomeeting.com/join/402881621>

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**ASHLAND CITY COUNCIL MEETING MINUTES
Tuesday, August 25, 2020 – 5:30 PM
Ashland City Hall Council Chambers**

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, August 25, 2020 Ashland City Council meeting was called to order by Mayor Debra Lewis, virtually via GoTo Meetings 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.

Franek requested to dedicate the Moment of Silence to Jacob Blake of Kenosha, WI.

PRESENT: Holly George, Matthew MacKenzie (5:45), Sarah Jackson, Kate Ullman, Ana Tochtermann, Wahsayah Whitebird, Kevin Haas, Charlie Ortman, Liz Franek, Dick Pufall, Jackie Moore

ABSENT: None

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Finance Director Julie Vaillancourt, Deputy Clerk Sarah Szymaniak, Planning Director Megan McBride, Parks Director Sara Hudson, and several concerned citizens.

2. APPROVAL OF AGENDA

Haas moved, seconded by Whitebird to approve. The motion passed unanimously by voice vote.

3. APPROVAL OF MINUTES

A. July 28, 2020 City Council and Committee of the Whole Minutes

B. August 4, 2020 Special Meeting of the City Council

Franek moved, seconded by Ortman to approve the minutes as presented. 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:

Darren Fredericks, 120 18th Street East, requested that 18th Street East be brought up to the standards of most other streets in the City by paving this small area.

Jessica Eckhardt, 704 10th Avenue West, spoke regarding the policing item on the Committee of the Whole agenda, asking to consider redistributing Police Department funds to other programs.

Abby Fergus, 603 5th Avenue East, also asked Council to consider refunding moneys in regard to the policing agenda item.

5. MAYOR'S REPORT

A. Announcements

There is a car parade scheduled for Wednesday, August 26, 2020 at 4:00 p.m. in celebration of the 100th Anniversary of the 19th Amendment. There is also a car parade scheduled on Saturday, August 30, 2020 near the residence of Lorraine Anderson who is celebrating her 105th birthday. The count has increased in Ashland County for positive COVID cases to 39 as of today. The Mayor thanked all who are contributing to control the spread of the virus in the community. The AADC reported at their meeting last week that nearly 200 local business owners have applied to and were awarded \$2500 through the State's We're All In Grant program. There are employment retraining resources available at the Job Service for those who have been displaced due to the COVID pandemic. Results from the August Primary Election showed over 1400 absentee ballots and 250 in-person ballots cast, and requests are currently being taken for absentee ballots for the November General Election through the City or [MyVote.wi.gov](https://myvote.wi.gov).

B. Appointments

The Mayor requested approval of the following appointments:

Plan Commission: Anna Tochtermann, replacing Ella Syverson. Term expires April 30, 2022
Sustainability Committee: Parker Gaver, replacing Valerie Damstra. Term expires June 28, 2022

Ullman moved, seconded by Haas to approve. The motion passed unanimously by voice vote.

6. CONSENT AGENDA

A. Miscellaneous Meeting Minutes

B. July 2020 Planning and Development Report

Moore moved, seconded by Haas to approve. The motion passed unanimously by voice vote.

7. NEW BUSINESS

A. Approve Proclamation on the 100th Anniversary of Women's Suffrage (*Councilor Moore/Mayor*) Voice

George moved, seconded by Moore to approve the proclamation. The motion passed unanimously by voice vote.

B. Approve Letter of Support for WHEDA Rural Affordable Workforce Housing Initiative Application (*Mayor*) Voice

Franek moved, seconded by Whitebird to approve the letter of support. The motion passed unanimously by voice vote.

C. Approve a Resolution to Amend the 2019 General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds Budgets, and Internal Service Funds Per Wis. State Statute 65.90(5)(a) (*Finance*) Roll

Ortman moved, seconded by Tochterman to recognize Darren Fredericks to speak to Council. The motion carried unanimously by voice vote.

Haas moved, seconded by George to approve the resolution. The motion passed 10-1 by roll call vote; opposed was MacKenzie.

D. Approve an Application to the Hydro Flask Parks for All Grant (*Parks & Recreation*) Voice

Moore moved, seconded by Haas to approve the application. The motion passed unanimously by voice vote.

E. Approve the Wisconsin Main Street Communities Agreement between Wisconsin Economic Development Corporation and Ashland Main Street (*Planning*) Roll

Tochterman moved, seconded by Jackson to approve the agreement. The motion passed unanimously by roll call vote.

F. Approve Resolution to Repeal and Replace Resolution No. 17578 to Set a Public Hearing for the Vacation of that Part of 44th Ave E Lying Between Lot 8 Block 3 and Lot 1 Block 4, All in Lake View Addition, City of Ashland, Ashland County, Wisconsin (*Planning*) Roll

Tochterman moved, seconded by Whitebird to approve the resolution. The motion passed unanimously by roll call vote.

G. Approval to Award the Base Bid Contract and Alternate B to VisuSewer for the 2020 Sanitary Sewer Collection System Repairs Project (*Public Works*) Roll

Whitebird moved, seconded by Haas to approve to award the contract to VisuSewer for the amount of \$582,949.95. The motion passed unanimously by roll call vote.

8. ADJOURNMENT

Whitebird moved, seconded by Haas 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 August 25, 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, August 25, 2020 City of Ashland Committee of the Whole Meeting was called to order by Council President Kevin Haas at 7:05 p.m. via GoTo Meetings.

1. Roll Call

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

ABSENT: None

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Finance Director Julie Vaillancourt, Deputy Clerk Sarah Szymaniak, Planning Director Megan McBride, and several concerned citizens.

2. Council President's Report

Haas had no report.

3. Administrator's Report

Kucera continued with the Mayor's comments during the Council meeting of the increase of positive COVID cases in Ashland County. City staff are compiling costs and purchases to be submitted to the Cares Act, with an approximate sum of near \$50,000.

4. Approval of Agenda

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

5. Committee Updates

Harbor Commission: Pufall - no rpt

Plan Commission: MacKenzie - discussed current ROW item

Police & Fire: Lewis - no rpt

Library Board: Jackson - considering opening 2nd floor on a limited basis

Housing Authority: Franek - no rpt

Housing Committee: Tochtermann - discussed using available funds for strategic demolition, ADU ordinance changes, housing developers

Parks and Rec Committee: Haas - discussed prioritizing Urban Forestry grants

Public Works Committee: Moore- no rpt
Sustainability Committee: Ullman - no update but thanked staff for their
follow up regarding use of coal tar
Historic Preservation Committee: Franek - no rpt
Disabled Parking Committee: Whitebird - no rpt
Source Water Protection Committee: Ortman - no rpt

Haas suggested continuing Committee Updates as a monthly agenda item
versus each Committee of the Whole meeting due to committees holding less
meetings.

6. Discussion Items

A. Discussion Regarding Policing

Discussion only was had amongst Council, Administration and Interim Police
Chief Bill Hagstrom.

7. Adjournment

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

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origin, sexual orientation, age or disability in employment or provision of services,
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aids or services. For additional information or to request this service, contact Denise
Oliphant at 715-682-7071 (not a TDD telephone number) or FAX: 715-682-7048*

SUBJECT: Appointments**RECOMMENDATION:** Approval**DEPARTMENT OF ORIGIN:** Mayor**CLEARANCES:** Mayor**EXHIBITS:** 1. Offer to Volunteer - Oreskovich**EXPENDITURES REQUIRED:** N.A.**AMOUNT BUDGETED:** N.A.**APPROPRIATION REQUIRED:** N.A.**TREASURER'S CERTIFICATE:** NA**COMPLIANCE WITH ORDINANCE 51:****STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:** N.A.**SUMMARY STATEMENT:**

The Mayor is requesting Council's approval of the following committee appointment(s):

Ashland Beautification Council

Christine Oreskovich, replacing Donna Lanni, term expires February 15, 2023

Economic Development-Revolving Loan Fund Advisory Board

Daryl Jolma, re-appointment, term expires April 15, 2023

ASHLAND

City of Ashland, Wisconsin

601 Main Street West

Ashland, WI 54806

www.coawwi.org

OFFER TO VOLUNTEER FORM

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

Ashland Beautification Council

Write a brief statement of education and training:

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

Now retired after 42 years of office work at MMC.

I'm a farmer's daughter and like working in the soil and with flowers. For over ten years had a yearly plant sale at MMC to raise money for American Cancer Society. Also have the Garden Peepers Group.

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

Elaine Peterson:

Carol Feldmeier:

Contact information:

CHRISTINE DRESKOVICH

Name (Please print)

Phone #

307 12th Ave. W.

Address

Ashland, WI

Email

Date

8-13-20

Find yourself next to the water.



City of Ashland, Wisconsin ~ Parks and Recreation Department
400 4th Ave West Ashland ~ WI 54806 ~ www.ashlandparks.org

PARKS & RECREATION COMMITTEE MEETING MINUTES

Monday July 27, 2020 5:00 pm

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/390701333>

You can also dial in using your phone.

United States (Toll Free): 1 866 899 4679 United States: +1 (312) 757-3119

Access Code: 390-701-333

I. Call to Order

- a. Roll Call

In attendance: Kevin Haas, Mike Amman, Meghan Salmon-Tumas, Nancy Sztynodor, Sarah Jackson, Dave Ullman

Excused: Dawayne Lampson

- b. Agenda Modification

- c. Approval of Minutes

- i. Approval of June 26, 2019 Minutes

Moved by Mike A

Second by Kevin H

Motion carries unanimously

II. Public Comment Period

III Information Items

- Parks Projects Updates

- o Prentice Park: Tent campsite updates underway and Trail maintenance scheduled late August. Bees have been a problem
- o Maslowski Beach work underway. People are not supposed to park by pavilion but they are still. Signs will go up to limit parking at wells to 15 minutes
- o Bayview Pier railing being repaired with boards going up in three tiers
- o Oredock contractor has materials to replace the bridge, should be done by end of August. Next up, to get funding for future work.
- o Superfund site: Going to ask for extension on redevelopment of site to 2022. Will open railroad corridor once city acquires site from Xcel. Will redo boat launch before putting asphalt on parking lot.

- Recreation Updates

- o Success with camps. Cancelled 1 week due to potential covid exposure (no positive tests)
- o Another 3 weeks of day camps in August.
- o Gymnasts need to wear masks, but can take them off for intense activity bursts
- o Ninja classes going well
- o Planning discussions starting for fall

City of Ashland, Wisconsin ~ Parks and Recreation Department
400 4th Ave West Ashland ~ WI 54806 ~ www.ashlandparks.org

- PRC Meeting Updates
 - o Switching back to Wednesdays

IV. Business Items:

- Discussion of City of Ashland Urban Forestry Plan
 - o Mike has talked with Linda Cadotte in Superior to learn how they are handling/preparing for EAB. They budget \$25,000 per year for replacing Ash trees. They have 3,000 trees to replace. They are targeting species diversity to build resilience. They order from NY vendor, but they think we could do better with a WI vendor for our small scale.
 - o Public Works plan to solicit for arborists to do technical work and planning for city.
 - o Sara is recommending two grants (for \$5,000 and \$25,000)
 - o We need to replace 40 trees recently removed, so we have an immediate need for these grants
 - o EAB planning isn't needed, just money for removal of Ash and planting of replacement. We are right on the edge of known outbreaks, so this is the right time to get ahead of the problem.
 - o PRC help is needed to design a replanting plan for Vaughn Ave (species, spacing, etc)
 - o Will need to do similar for 6th Ave East between 13th and 19th
 - o Dave asks if Public Works have approached Vaughn Ave residents to propose shared investment in replanting. John answers that they have not. Mike suggests that to establish this dialogue credibly, we need to establish a relationship with a nursery first and establish \$\$ in city budget for tree replacement.
 - o Grant proposal is due early October. PRC agrees to draft a plan by then.
 - o Mike wants to start with a map of tree removals on Vaughn. Sara agrees to get that from John.
 - o Mike suggests that we include plans for replacing Ash trees elsewhere in the same grant proposal
- Discussion of Parks and Recreation Policy 608: Conducting Business in Parks.
 - o Sara used Antigo and Portage for ideas for this draft
 - o Sarah J suggests that Sara H go ahead with editing and bring to PRC when complete as draft. Agreed.
- Update from the Bike Pedestrian Plan Sub Committee
 - o No big update. Reformulating update to:
 - Reduce sharrows on N-S avenues
 - Add pedestrian plan
 - o Pedestrian plan starting by assessing and addressing specific problem spots on major thoroughfares
 - o Mike asks why Binsfield was painted given that it is not high priority. Sara answers that it was because more development was planned on Binsfield.
- Discussion and Possible Action on the updated version of the City of Ashland Special Events Policy

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400 4th Ave West Ashland ~ WI 54806 ~ www.ashlandparks.org

- Many of the questions are targeted toward assessing the potential revenue because the city might want to charge a percentage
- The city has an application for city block parties, but need something to cover other events
- Will look for final approval at next meeting. In the meantime, PRC members should review the draft and provide feedback

V. Next Meeting Date

Wednesday, August 19, 2020

Moved by Kevin H

Second by Sarah J

Motion carries unanimously

VI. Comments and Questions

VII. Adjourn

Motion by Sarah J

Second by Mike A

Motion carries unanimously

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.

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City of Ashland, Wisconsin

601 Main Street West Ashland, WI 54806 www.coawi.org

Permit Report

08/01/2020 - 08/31/2020

Work Location	Building Type	Description	Project Cost	Total Fees
1615 Maple Lane	Commercial - Signage	Install new 59" x 300" wall sign on front building facade to promote surgical services. Contractor: Graphic House, Inc.	0	\$50.00
1113 Front St E	Residential - Roofing (Material cost over 1,000)	Remove and replace roof with asphalt shingles, replace soffit and fascia. Contractor: Timm Paetow Carpentry	16,700	\$30.00
600 16th Ave W	Residential - Siding (material cost over 1,000)	Replace siding on principal structure. Contractor: Turner Painting	12,500	\$30.00
600 16th Ave W	Residential - Roofing (Material cost over 1,000)	Remove and replace roofing with like materials on principal structure. Contractor: Turner Painting	12,500	\$30.00
302 11th Ave W	Residential - Roofing (Material cost over 1,000)	Tear off existing roof and replace with asphalt shingles	3,000	\$30.00
6 Victoria Lane	Residential - Roofing (Material cost over 1,000)	Tear off existing roof and replace with asphalt shingles	12,000	\$30.00
1306 Lake Shore Dr W	Residential - Demolition	Demolish 26' x 30', 2-story principal structure (fire damaged) and 16' x 16' garage. Contractor: Dykstra Construction/#2 Septic, Plumber: Greg's Plumbing (#699374)	15,000	\$51.80
1400 Chapple Ave	Residential - Remodel/Repair/Additions (over 5,000)	Replace windows on principal structure. Contractor: Schraufnagel Glass	7,418	\$37.09
909 4th Ave W	Residential - Remodel/Repair/Additions (over 5,000)	Repair cracked foundation wall, approx. 200sq ft. Contractor: Quality Brick and Stone.	8,000	\$40.00
701 Chapple Ave	Residential - Remodel/Repair/Additions (over 5,000)	Repairing rotten wood on exterior of home for exterior painting project. Contractor: Unglaube Carpentry	10,000	\$50.00
718 3rd Ave W	Residential - Roofing (Material cost over 1,000)	Tear off and replace existing roof with like materials.	1,500	\$30.00

714 17th Ave W	Residential - Roofing (Material cost over 1,000)	Remove and replace roofing on entire house.	8,000	\$30.00
Parcel #3941	Residential - Permit for new home	Construct new UDC home (46' x 30') with attached garage (24' x 30') according to attached site plan. Contractor: Property Owner, John Schweisow (Electrical)	160,000	\$1,105.00
1000 11th Ave W	Residential - Roofing (Material cost over 1,000)	Tear off shingles on whole house and replace with new shingles. Contractor: Affordable Construction, LLC	5,000	\$30.00
613 5th Ave E	Residential - Siding (material cost over 1,000)	Replace siding. Contractor: Pete Miller	15,000	\$30.00
613 5th Ave E	Residential - Roofing (Material cost over 1,000)	Tear off shingles on whole house and replace with new shingles. Contractor: Pete Miller	15,000	\$30.00
1007 6th St W	Residential - Roofing (Material cost over 1,000)	Reroof the entire house.	10,000	\$30.00
602 15th Ave W	Residential - Roofing (Material cost over 1,000)	Install a metal roof over a shingled garage.	1,200	\$30.00
400 4th Ave W	Commercial - New/Replacement HVAC System	Remove and replace existing gas AHU's with 3 new hot water coil units. Hot water for the units will be provided by 2 new gas fired boilers. Contractor: A to Z Plumbing and Heating, Inc.	199,664	\$998.32
815 15th Ave W	Residential - Detached Accessory Building	Build 1 outdoor storage shed on skids. Size will be 8x12 ft with 8ft sidewall. Metal roof and vinyl siding and one 4x6 tool up door.	2,000	\$30.00
				\$2,722.21

9/1/2020

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Case Report

08/01/2020 - 08/31/2020

Start Date	Parcel Address	Description
8/25/2020	522 9TH AVE W	Long grass again and thistle weeds in yard
8/26/2020	608 2ND AVE W	Brush in trailer in rear yard
8/26/2020	302 3RD AVE E	Long grass and thistle weeds in yard
8/24/2020	Vacant lot at Main Street E and 7th Avenue E	Long grass and weeds again in vacant yard. Property is for sale.
8/24/2020	Vacant Lot: Main Street E and Willis Avenue	Long grass and weeds again in vacant yard. Property for sale by Anthony Jennings Realty.
8/25/2020	1218 LAKE SHORE DR W	Tenant called about bed bugs in rental
8/25/2020	812 6TH ST W	Long grass and weeds in yard.
	1106 ELLIS AVE	Neighbor called about long grass in yard
8/19/2020	1016 4TH AVE W	Long grass in yard and brush by house
7/29/2020	205 14TH AVE E	Neighbor called about no license plates on tenant's RV parked on city street
8/19/2020	510 3RD ST E	Thistle weeds in yard by driveway
8/19/2020	210 N 11TH AVE E	Tires and junk, vehicles being worked on, in front and side yards
8/19/2020	503 3RD ST E	Furniture (couch) in front yard
8/20/2020	1208 MAIN ST W	Remove crumbled cement steps in front yard and replace with new steps. Replace broken exterior front door. Rear stairway needs handrails at top.
8/20/2020	1208 MAIN ST W	Long grass in yard
7/20/2020	522 9TH AVE W	Thistle weeds in yard.
8/19/2020	100 MAIN ST W	Gravel scattered on parking lot left from PW's winter snowplowing
8/18/2020	1013 LAKE SHORE DR E	Long grass and weeds in yard reported by landland
8/15/2020	613 MAIN ST E	Neighbor complained about garbage overflowing from the dumpster
8/17/2020	613 MAIN ST E	Bedbug infestation in Apt. B reported by Ashland County Health Dept.
8/15/2020	1222 MAIN ST E	Brush/branches and concrete porch debris in yard
8/15/2020	901 ELLIS AVE	Thistle weeds in rear yard by garage
8/15/2020	1020 2ND AVE W	Long grass and weeds in yard
8/12/2020	1115 6TH ST W	Unlicensed vehicle parked in yard

8/3/2020	1110 ELLIS AVE	Tree branches blocking exterior front entrance/exit door
7/22/2020	823 2ND AVE W	Graffiti on garage that is to be demolished.
8/12/2020	204 12TH AVE E	Long grass and weeds in yard. No street numbers on house.
8/13/2020	1506 BEASER AVE	Unregistered and Inoperable vehicles in yard
8/12/2020	513 14TH AVE W	Property owner reported pest infestation (rats)
8/8/2020	318 13TH AVE E	Tall weeds in rear yard (by small garage). Tree branches blocking front door exit/entrance.
8/8/2020	306 13TH AVE E	Appliance in rear yard
8/8/2020	522 WILLIS AVE	Long grass and weeds in yard
8/1/2020	414 3RD AVE E	Citizen complained about long grass and weeds on property where sheds are kept (Parcel #1995).
8/3/2020	216 7TH AVE E	8/3/20: Neighbor called about tall thistle weeds in rear yard.
8/1/2020	901 3RD AVE W	Long grass and weeds - corner of property
8/8/2020	1411 FRONT ST E	Long grass and weeds behind garage
7/30/2020	312 11TH AVE E	Neighbor called again about garbage in yard
8/5/2020	714 VAUGHN AVE	Paint chips on ground
8/5/2020	712 VAUGHN AVE	Hose from house draining water onto adjoining property
8/5/2020	518 11TH AVE W	Unattended vehicle parked in yard with wheel off the ground
8/5/2020	609 ST CLAIRE ST	Tenants vehicles parked on grass on neighboring property belonging to the City of Ashland
8/5/2020	NE CORNER OF 6TH ST W AND VAUGHN AVE	Ward 6 council person reported graffiti on sidewalk at NE corner of 6th St W and Vaughn Ave.
8/6/2020	507 17TH AVE W	Neighbor called about garbage scattered in yard.
7/31/2020	1118 PRENTICE AVE	Lean-to addition to home constructed without any permits.
7/30/2020	612 ST CLAIRE ST	Neighbor called about garbage and couch in yard near alley.
8/1/2020	408 STUNTZ AVE	Neighbor called about pieces of upholstered recliner in front yard.
8/1/2020	1814 LAKE SHORE DR W	Neighbor called: long grass and weeds (west side, along Sanborn Ave and US Hwy. 2)
8/1/2020	804 SANBORN AVE	Long grass and weeds in yard.

Total Records: 47

9/1/2020

SUBJECT: Update by Northland College President Dr. Solibakke

RECOMMENDATION:

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor, City Administrator, Clerk, City Council President

EXHIBITS:

EXPENDITURES REQUIRED: None

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51: N/A

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

SUMMARY STATEMENT:

Dr. Karl Solibakke, President of Northland College, will be present to provide an update to the community on the start of the new school year and efforts being made by the college to contain the spread of COVID-19.

SUBJECT: Public Hearing and Approve the Vacation of that Part of 44th Avenue East Lying between Lot 8 Block 3 and Lot 1 Block 4, All in Lake View Addition, City of Ashland, Ashland County, Wisconsin (*Planning*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development Department
Public Works Department
City Attorney

EXHIBITS:

1. Plan Commission Staff Report, August 18, 2020
2. Correspondence from R. Ochsenbauer, July 2, 2020
3. City of Ashland Base Map for Undeveloped 44th Ave E Right-of-Way Vacation Request

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The Comprehensive Plan recommends that the City stabilize public finances and work to lessen the City's dependence upon outside grant funding to accomplish projects as well as basic maintenance and community needs. The vacation of this portion of non-essential public right-of-way will put the land on the tax roll, and the price of land acquired through a right-of-way vacation is \$0.25 per square foot (approximately \$4,400 for this request).

SUMMARY STATEMENT:

Robert Ochsenbauer is requesting the vacation of portions of undeveloped right-of-way indicated on the attached map, legally described as "That part of 44th Ave E lying between Lot 8 Block 3 and Lot 1 Block 4, all in Lake View Addition, City of Ashland, Ashland County, Wisconsin." A Public Hearing has been scheduled to take place at the Ashland City Council meeting on Tuesday, August 25, 2020 as is required per Wisconsin State Statutes.

This portion of undeveloped Right of Way exists between two parcels of land that are owned by Mr. Ochsenbauer (the applicant). Mr. Ochsenbauer states in the attached cover letter that he has maintained this property since 1961, and has placed a clothesline, landscaping, and children's play equipment in the Right of Way over the years.

The applicant is requesting the proposed vacation of undeveloped right-of-way in order to maintain the privacy of their parcels and consolidate the land.



City of Ashland, Wisconsin

601 Main Street West Ashland, WI 54806 www.coawi.org

**DEPARTMENT OF
PLANNING &
DEVELOPMENT**

601 Main Street West
Ashland, WI 54806
Phone: 715.682.7041

STAFF REPORT

Plan Commission – August 18, 2020

Agenda Item #5a: Review and make a recommendation to council on the discontinuance of a portion of undeveloped right-of-way (ROW).

Applicant: Robert Ochsenbauer

Background

Robert Ochsenbauer is requesting the vacation of portions of undeveloped right-of-way indicated on the attached map, legally described as “That part of 44th Ave E lying between Lot 8 Block 3 and Lot 1 Block 4, all in Lake View Addition, City of Ashland, Ashland County, Wisconsin.” A Public Hearing has been scheduled to take place at the Ashland City Council meeting on Tuesday, August 25, 2020 as is required per Wisconsin State Statutes.

This portion of undeveloped Right of Way exists between two parcels of land that are owned by Mr. Ochsenbauer (the applicant). Mr. Ochsenbauer states in the attached cover letter that he has maintained this property since 1961, and has placed a clothesline, landscaping, and children’s play equipment in the Right of Way over the years. The Ochsenbauers are requesting the proposed vacation of undeveloped right-of-way in order to maintain the privacy of their parcels and consolidate the land.

Standards for Review

Wisconsin State Statute 66.1003 DISCONTINUANCE OF A PUBLIC RIGHT OF WAY (all subsections thereof), create the legal framework to regulate, administer, and enforce the review and approval process for the City of Ashland.

Review

The following criteria were used to review the requested right-of-way discontinuance:

1. Future Public Works’ Plans for Rights-of-Way. The Public Works Department has no plans for the development of this ROW, and had no objections to the proposed vacation.

2. Neighborhood Impact. The portion of undeveloped right-of-way requested for vacation does not abut any other properties. This parcel is adjacent only to two parcels that are owned by the same property owner, and therefore does not serve any purpose for neighboring homeowners. Therefore, there would be no negative neighborhood impacts associated with this vacation.
3. Public Comment. Wisconsin State Statute dictates the procedure for approval if any adjacent landowners are in opposition to the proposal. A Public Hearing will be held before the Common Council on August 25, 2020 and a Class III Public Hearing notice was issued to invite the public to provide input on this proposed discontinuance.
4. Other Factors. N/A

Review Recommendation

Staff recommends APPROVAL of this requested discontinuance.

Approvals are based on background information provided by the applicant and known conditions. Deviations from this information may be considered a change in the application and reconsideration and possible revision to the permit may be made by the Plan Commission.

4321 Lake Park Road
Ashland, WI 54806
July 2, 2020

601 Main Street West
Ashland, WI 54806

Dear City of Ashland,

We purchased the property at 4321 Lake Park Road (main house) in 1957, and subsequently purchased 4401 Lake Park Road (summer cottage) in 1977. We have maintained the area of the Right-of-Way, which included a boathouse, since building our home in 1961.

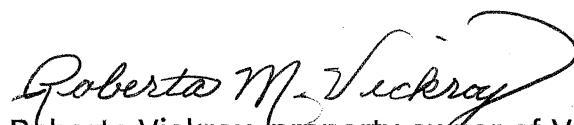
In 1961 we put a clothesline in the area. We kept it mowed and, as our family grew, we added a children's play area which includes a merry-go-round and swinging gate. In addition, there is a fire pit and some shrubbery landscaping which were added over the years.

We would like to request that the Right-of-Way be vacated between the two properties in order to preserve the privacy of the two parcels we currently own. We have no plans to develop or change what already exists and are willing to purchase the parcel.

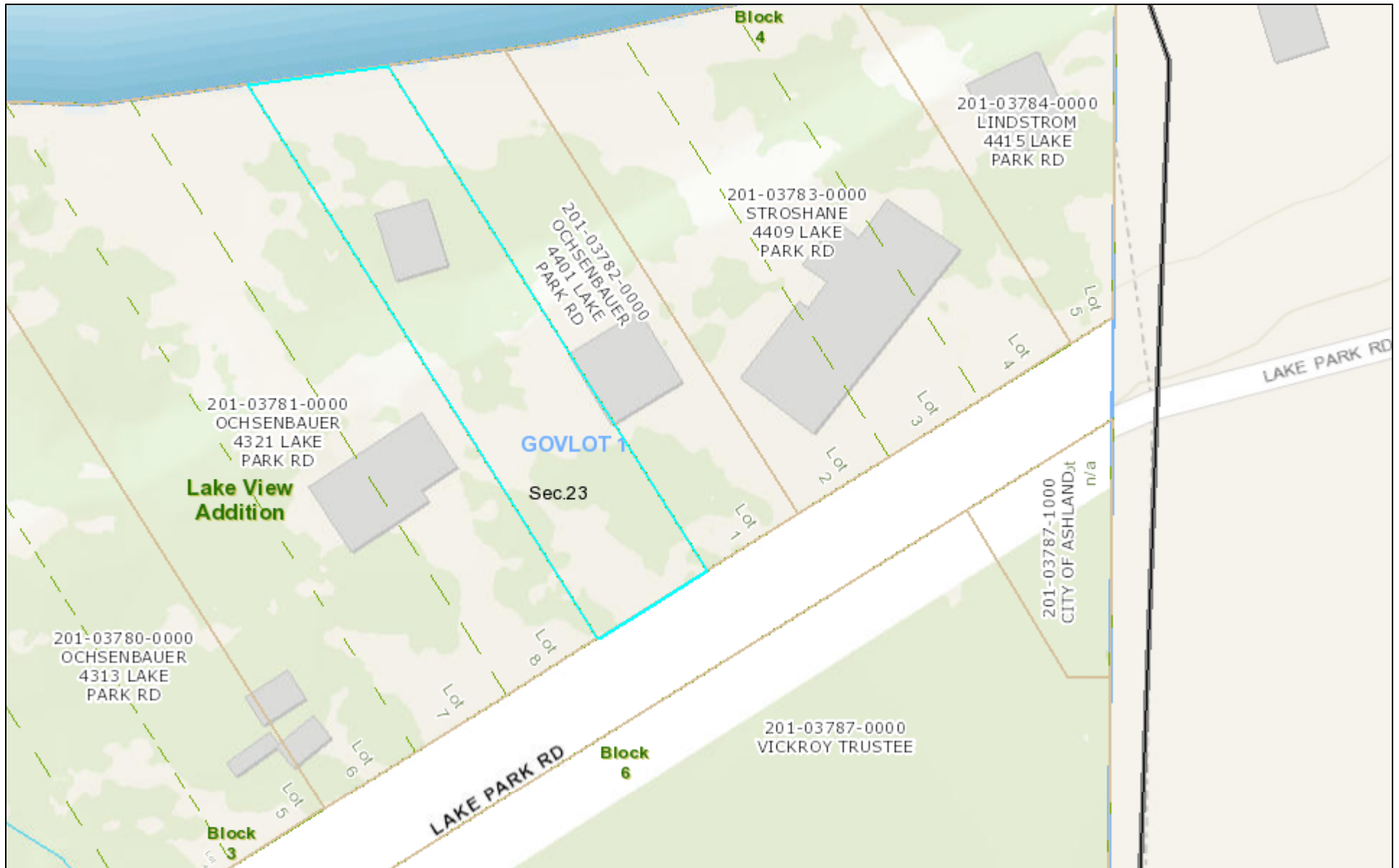
Thank you,


Robert Ochsenbauer


Mary Lou Ochsenbauer

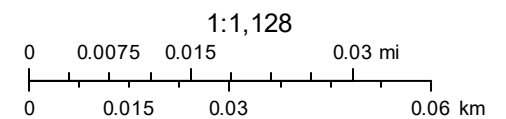

Roberta Vickroy, property owner of Vickroy Trust

City of Ashland Base Map



7/8/2020, 11:40:45 AM

- | | | | |
|-----------------------|------------------|-----------|-----------------|
| Parcel Labels | City Blocks | Sections | Vacated Streets |
| Parcel Mapping | Subdivision Lots | Townships | |
| Certified Survey Maps | Gov Lots | Easements | |



City of Ashland Public Works Department, GIS Division
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS,

SUBJECT: Approve a Proclamation Recognizing the Week of September 21, 2020 through September 27, 2020 as National Rail Safety Week (*Administration*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: City Administrator

EXHIBITS: 1. Proclamation Recognizing September 21st to 27th, 2020 as National Rail Safety Week

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

Below was received by email by the Administrator from Canadian National representative Larry Lloyd, requesting the City of Ashland join in proclaiming the week of September 21 through 27, 2020 as Rail Safety Week:

Dear Mr. Kucera:

As a responsible global railroad that links communities to markets around the world, CN is taking all necessary steps to protect our employees, communities, customers, vendors and partners, in response to the unprecedented challenges associated with the pandemic. As we continue to run a solid operation to safely serve our customers and keep the economy moving, we remain committed in our efforts to educate the public on rail safety.

Rail Safety Week will be held in the United States, Canada and Mexico from September 21-27. Our activities will look different this year, however our efforts to get the rail safety message out will be stronger than ever. Rail safety never takes a break and, as proud neighbors, we continue to work with *Operation Lifesaver*, our communities and local authorities, CN Police Service Officers and other CN employees to help prevent accidents and injuries at rail crossings, and ensure everyone's safety on and around railroad infrastructure year-round.

Rail Safety is a shared responsibility

Every year more than 2,100 North Americans are killed or seriously injured because of unsafe behavior around tracks and trains. Rail safety is everyone's responsibility. By looking out for each other and working together, we can help keep our communities safe and prevent fatalities and injuries on or near railway property.

Your city can be a powerful ally in this effort to prevent these incidents and save lives by adopting the attached draft proclamation. Please send a copy of your proclamation by e-mail or mail to Larry Lloyd and let us know about your plans to promote rail safety in your community.

Larry Lloyd
Manager, Government Affairs, US
Second Floor - 17641 South Ashland Ave
Homewood, IL, 60430, US

If you have any questions or concerns about rail safety in your community, please don't hesitate to reach out to Larry at larry.lloyd@cn.ca or 312-505-4625. For additional information about Rail Safety Week 2020, please consult <http://www.cn.ca/railsafety> or <https://oli.org/>.

Stephen Covey
Chief of Police and
Chief Security Officer

Fiona Murray
Vice-President, Public and
Government Affairs

PROCLAMATION RECOGNIZING THE WEEK OF
SEPTEMBER 21ST TO SEPTEMBER 27TH, 2020 AS
NATIONAL RAIL SAFETY WEEK

Whereas, 2,220 rail grade crossing collisions resulted in 812 personal injuries and were responsible for 294 fatalities in the United States during 2019; and

Whereas, 1,111 trespassing incidents have occurred in the United States resulting in 579 pedestrians being killed and another 532 injured while trespassing on railroad property rights of way during 2019; and

Whereas, educating and informing the public about rail safety, reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws will reduce the number of fatalities and injuries; and

Whereas, the International Association of Chiefs of Police, National Operation Lifesaver, United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National Rail Safety Week.

Now, therefore, be it resolved that the Common Council of the City of Ashland, Wisconsin, during a regular meeting, adopt this attestation in full support proclaiming September 21st to 27th, 2020 National Rail Safety Week, and encourage all Citizens of the City of Ashland to recognize the importance of rail safety education.

Adopted by order of the City Council of the City of Ashland State of Wisconsin
on September 8, 2020.

Attest:

Councilperson

Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

Approved as to Form:

Tyler W. Wickman, City Attorney

SUBJECT: Approve a Resolution by the Common Council for the City of Ashland, Wisconsin, Approving the School District of Ashland School Resource Officer (SRO) Contract for Working Agreement - 2020-2021 School Year (*Police Chief*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Police Department

CLEARANCES: Police Chief, Mayor

EXHIBITS:

1. Proposed Resolution
2. School Resource Office Contract for Working Agreement - 2020-2021 School Year

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: The wages and benefits of the SRO have been provided within the Annual Operating Budget of the Police Department.

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

Annually, the City of Ashland and the School District of Ashland renew an agreement to provide an officer to be accessible to staff and students of the school system. The School Resource Officer works within the facilities of the School District during the school year and is available for scheduling on traditional patrol duties when school is not in session. The School District reimburses the City for the personnel costs of this position for those periods of time in which the Officer is available to the District.

The Agreement for the 2020-2021 school year is unchanged from previous years except for the dates. The agreement has been approved by the Ashland School District.

**RESOLUTION BY THE COMMON COUNCIL FOR THE CITY OF ASHLAND,
WISCONSIN AUTHORIZING THE RENEWAL OF THE ANNUAL SCHOOL
RESOURCE OFFICER (SRO) AGREEMENT WITH THE SCHOOL DISTRICT
OF ASHLAND**

WHEREAS, the School District of Ashland and the Common Council for the City of Ashland, Wisconsin have jointly determined that the presence of a School Resource Officer (SRO) is mutually beneficial; and,

WHEREAS, the SRO duties include law enforcement, serving as a liaison for District staff, and serving as an educational resource to students and parents during the school year and performing general law enforcement duties with the Police Department when school is not in session; and,

WHEREAS, the School District and the City have jointly provided for an SRO within the facilities of the School District of Ashland for a number of years; and,

WHEREAS, the School District and the City desire to renew the annual SRO Agreement through the end of the 2020-2021 school year.

NOW, THEREFORE, BE IT RESOLVED that the Common Council for the City of Ashland hereby approves the renewal of the School Resource Officer (SRO) Agreement and authorizes the Mayor and Police Chief to enter into the new SRO Agreement on behalf of the City.

Councilperson

PASSED: September 8, 2019

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

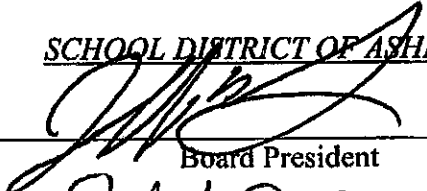
Tyler W. Wickman, City Attorney

SCHOOL DISTRICT OF ASHLAND - CITY OF ASHLAND
School Resource Officer
Contract for Working Agreement – 2020-2021 School Year

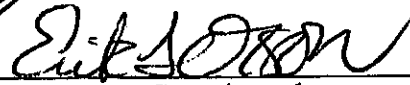
1. The School Resource Officer (SRO) shall be employed by the City of Ashland and is covered by the Police Officer's Collective Bargaining Agreement with the City of Ashland. The SRO will be assigned to the School District of Ashland for a total of 182 days. Those days include the calendar worked by the professional teaching staff beginning with the first day of the regular school year [9/1/20]. The ending date of this contract shall be the last school day of 2021 [6/09/21]. These dates may be modified in the event of a school closure order, other than weather related, or other circumstances that results in change to the academic year. The SRO is subject to be called away for police emergencies; a log of such emergencies shall be attached to the monthly billing. The District shall not be charged for such time when a SRO is called away from the building for emergencies to fulfill other police matters. In the event of a school closure order, other than weather related, the District will not be charged for the SRO during the period of such closure.
2. The SRO is an employee of the City, and will report to the Police Department Lieutenant of Police or designee. The day to day direction of PLSO activities will be the responsibility of the High School and Middle School Principals or designee, subject to overriding consideration as determined by the Lieutenant of Police.
3. The hours of work for the SRO shall include a duty-free lunch period. The SRO shall report for duty at the School District at 7:30 AM and the regular work day shall end at 3:30 PM.
4. The Lieutenant of police or designee shall notify the High School and Middle School Principal or designee on any day the SRO is not available to work because of illness or for any other reason. The SRO shall notify the high school and middle school principals or designee at least two weeks or as soon as practicable prior to any planned absences.
5. The Lieutenant of Police or designee and the High School and Middle School Principals and/or designee will meet at least monthly to review and discuss the SRO program and expectations.
6. The High School Principal or designee may provide a performance evaluation of the SRO to the Lieutenant of Police or designee. The evaluation will be completed twice during the school year; once at the end of the fall semester, and once at the end of the spring semester. Notwithstanding this paragraph, the City expects the District to promptly notify the Chief of Police or designee of the facts involving any performance-related problem involving the SRO. The SRO will have an opportunity to speak with the superintendent to express progress or concerns with the program.
7. During the school year, the District shall be responsible for the overtime incurred because of school functions and will be covered as per the Police Officer's Collective Bargaining Agreement. A log shall be attached to the monthly billing. The vacation incurred by the SRO shall be divided between the School District of Ashland and the City of Ashland Police Department at a 75/25 % split. The SRO shall be entitled to a two-week prime time vacation during the summer months. Any training required to fulfill the duties of the SRO program will be the responsibility of the District and all costs associated with this training shall be paid for by the District.
8. The District shall be billed by the City of Ashland for a total of 100% of the salary, fringe benefits, and all other associated costs for this position while the officer is assigned to the school. This billing shall occur at the end of each month while the officer is working at the school. Final billing must be received by the District by June 15th.
9. The District shall have one (1) School Resource Officer assigned to the School District of Ashland. The District shall provide a site for the SRO which will include a desk, telephone, locking file cabinet, and a computer. A cell phone shall be provided by the District.

10. This position will be filled with a sworn police officer and therefore the officer will carry a weapon at all times while on duty with the District. These weapons will be carried in a concealed manner whenever possible.
11. The estimated budget shall be approved in advance of contract signing by both parties.
12. Variations from the budget will require the approval of both parties.
13. Overtime shall have prior approval of building level supervisors.
14. The SRO essential duties and responsibilities are outlined in the Ashland Police Department School Resource Officer job description.
15. This agreement may be modified by the mutual written agreement of the parties. This agreement may be terminated for any reason by either party giving the other party sixty (60) days written notice.

SCHOOL DISTRICT OF ASHLAND:



Board President

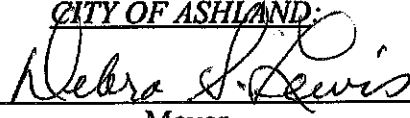


Superintendent

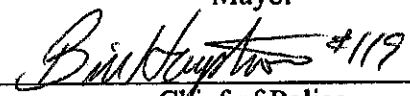
8/25/2020

Date

CITY OF ASHLAND:



Mayor



Chief of Police

8/26/20

Date

SUBJECT: Approve the State Municipal Agreement (SMA) Dated June 22, 2020 for the Prentice Avenue (6th Street East-11th Street East) Reconstruction Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Finance Director

EXHIBITS:

1. State Municipal Agreement, 11th Street E to 6th Street E Project, June 22, 2020
2. Functional Classification Map
3. Approved 2020-2025 STP Urban Projects
4. Resolution 17528 approved October 22, 2019

EXPENDITURES REQUIRED: \$1,935,974 Current Estimate of Prentice Ave Reconstruction Project scheduled for 2024

AMOUNT BUDGETED: To be budgeted for in future (2023-2024)

\$1,247,431 WI DOT Surface Transportation Program
\$ 312,358 Fund 470 Streets, Sidewalk, Stormwater
\$ 376,185 Fund 680 Water Utility
\$1,935,974

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51: N/A

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

SUMMARY STATEMENT:

The Wisconsin Department of Transportation (WI DOT) receives federal funds that are allocated throughout the state to construct improvements to certain roads eligible for federal aid. These funds are allocated through the WI DOT Surface Transportation Program (STP) and roads must meet certain criteria for functional classification in order to be eligible for STP funds.

The City Council approved functional classification designations at the October 22, 2019 meeting. The approved resolution and map of functionally classified roadways are attached.

In Fall 2020, the City of Ashland Public Works Department submitted a grant application for the reconstruction of Prentice Avenue between 6th Street East and 11th Street East. Prentice Avenue was prioritized as the only functionally classified North-South roadway between Ellis Avenue and the Bay City Creek ravine. The existing roadway surface was last improved approximately 40 years ago and was rated as poor or worse in 2019. In addition, the existing stormwater infrastructure is deficient and does not provide adequate drainage. The existing water main was installed in the 1880s and does not provide adequate fire flow. The water main has also heaved in several locations, making it prone to breaks due to a shallow depth of bury. The Water Utility has responded to six different breaks in and around the project area in the last ten years.

In March 2020, the City was notified that the project had been selected for funding as part of an \$18.3 million allocation of STP funds within the state. The total estimated project cost is \$1.935 million, with the WI DOT providing \$1.247 million for roadway construction. The City will be responsible for a 20% match of roadway construction costs, totaling \$312,358. In addition, the WI DOT considers costs associated with water and wastewater infrastructure to be non-participating work so the City will replace the existing water main ahead of the road construction at an estimated cost of \$376,185.

The project is scheduled for construction in 2024 and it is anticipated that the City share for roadway construction will be provided via the annual allocation of tax levy funds for roadway improvements or as part of general obligation borrowing in 2023. The funds for water main construction will be provided by revenue from the water utility. Prior to 2024, the Public Works Department anticipates that water rates will be reviewed and potentially increased in order to provide sufficient revenue for capital expenses.

The Public Works Department recommends approval of the SMA in order to utilize the grant funding and allow the project to be scheduled for 2024 construction.



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET
STP-URBAN PROJECT**

Program Name: STP-Urban

Population Group: 5,000-20,000

Sub-program #: 206

Cycle: 2020-2025

Date: June 22, 2020

I.D.: 8895-00-13/14

Road Name: C Ashland, Prentice Avenue

Limits: 11th Street E to 6th Street E

County: Ashland

Roadway Length: 0.34 miles

Functional Classification: Collector

Project Sponsor: City of Ashland

Construction Schedule: State Fiscal Year 2024

The signatory, City of Ashland, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **The existing facility is a two-lane urban cross section with 10 FT lane width. Pavement is asphalt and is poor condition. Shoulders are combination, with a portion from 10th to 11th Street two-foot gravel and the portion from 6th to 10th Street curb and gutter. The facility was last improved in 1979. There are sidewalks but no existing bicycle/pedestrian accommodations. Existing lighting is standard. The road surface has a PASER rating of 2 – 3 with surface deficiencies including alligator cracking, block cracking and patches in poor condition. The existing concrete curbs have asphalt overlay pavement covering 70% of the curb face, reducing carrying capacity of storm water. The existing 6-inch water main running the full length of the project is 133 years old, installed in 1886. Storm sewer pipes and structures are believed to be circa 1960 installation.**

Proposed Improvement - Nature of work: **The proposed improvement will reconstruct 1,795 feet of urban roadway. The project will construct an urban typical section with a street width of 36 feet from face of curb to face of curb. Grading will be moderate. The project will include 3,800 feet of 5-foot sidewalk, 4,000 feet of curb and gutter and permanent signing. Storm sewer work will include an estimated 400 feet of 12-inch diameter lateral and 1,815 feet of 15-inch diameter trunk lines. No additional right-of-way is required.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **Water main utility work will be undertaken independently and will be 100% locally funded. A nominal amount is included for any necessary maintenance or repair of haul roads.**

The Municipality agrees to the following 2020-2025 STP-Urban Program project funding conditions:

Project ID 8895-00-13/14 design and construction costs are funded with up to 80% federal funding up to a funding limit of \$1,247,431. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$1,247,431 federal funding limit. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2024. **In accordance with the State's sunset policy for STP-Urban projects, the subject 2020-2025 STP-Urban Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal funding exceed the estimate of \$1,247,431 in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 8895-00-13					
Design	\$202,053	\$161,642	80%	\$40,411	20% + BAL
State Review	\$13,000	\$10,400	80%	\$2,600	20% + BAL
ID 8895-00-14					
Participating Construction & Oversight	\$1,334,236	\$1,067,389	80%	\$266,847	20% + BAL
Non-Participating Construction	\$500	\$0	0%	\$500	100%
State Review	\$10,000	\$8,000	80%	\$2,000	20% + BAL
Total Est. Cost Distribution	\$1,559,789	\$1,247,431	N/A	\$312,358	N/A

*Design ID# 8895-00-13 federal funding is limited to \$172,042

*Construction ID# 8895-00-14 federal funding is limited to \$1,075,389.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality.
Signed for and in behalf of: **City of Ashland** (please sign in blue ink.)

Name	Title	Date
------	-------	------

Signed for and in behalf of the State:

Name	Title	Date
------	-------	------

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aids set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2020-2025 STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

- e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary engineering and design.
 - j. Construction oversight and state review services.
5. The work will be administered by the State and may include items not eligible for federal participation.
6. As the work progresses, the State will bill the Municipality for work completed that is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2020-2025 STP-Urban Program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
 - i. Other 100% Municipality funded items: Any water main utility work.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing commitments or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for STP-Urban Program projects, the subject 2020-2025 STP-Urban Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates to State upon request.
 - f. Provide relocation orders and real estate plats to State upon request.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state

and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or state highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if the contractor does not obey size and weight laws, use properly equipped and maintained vehicles, and does not prevent spilling of materials onto the haul road (WisDOT *Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

19. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein, and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

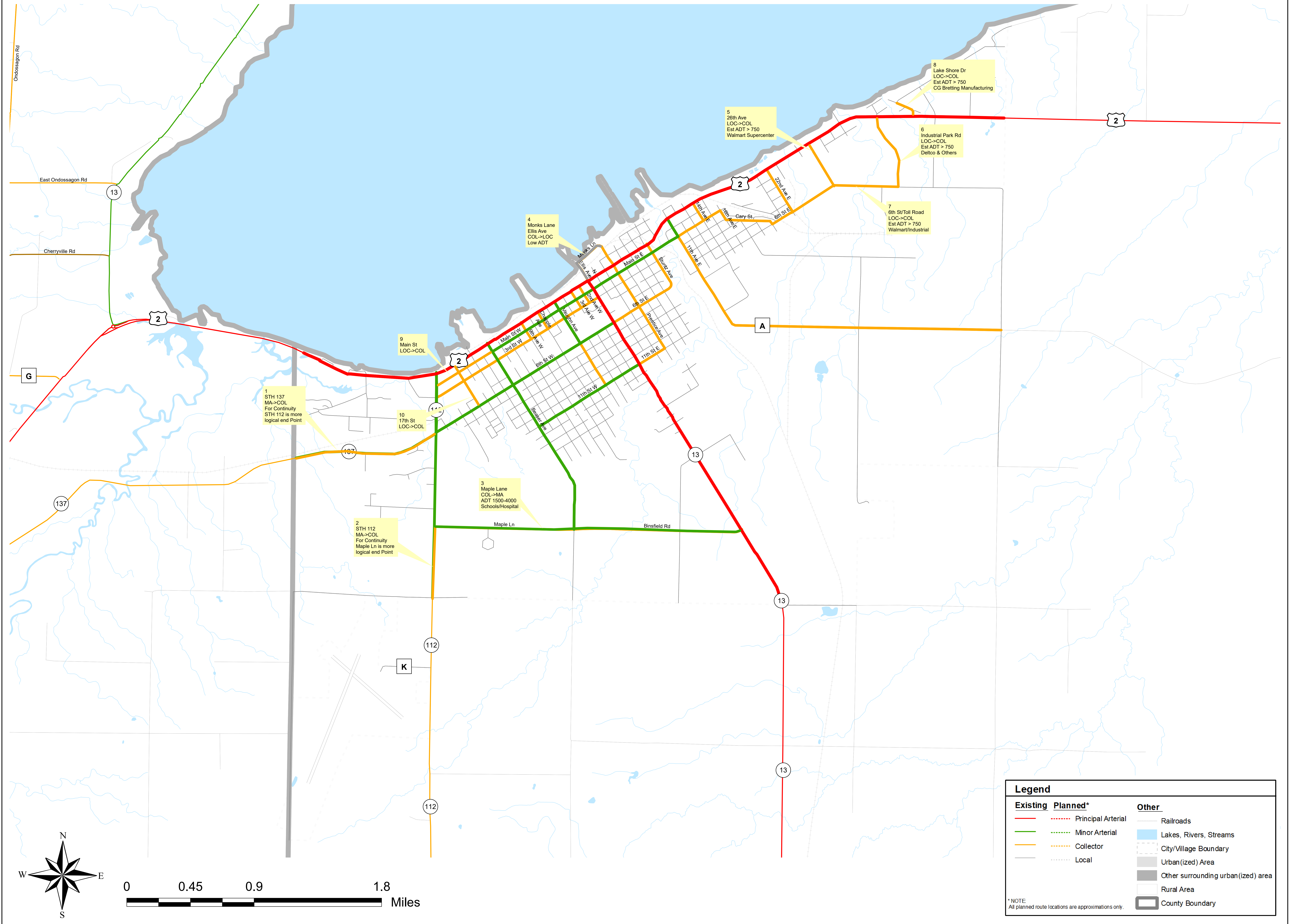
In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2020-2025 STP-Urban Program project funding conditions:
 - a. ID 8895-00-13: Design is funded with 80% federal/state funding up to a funding limit of \$172,042 when the Municipality agrees to provide the remaining 20% and any funds in excess of the \$172,042 federal/state funding limit. This phase includes plan development, management consultant review, and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal/state funding and 20% by the Municipality.
 - b. ID 8895-00-14: Construction:
 - i. Costs for roadway construction are funded with 80% federal/state funding up to a funding limit of \$1,075,389 when the Municipality agrees to provide the remaining 20%, and any funds in excess of the \$1,075,389 federal/state funding limit.
 - ii. Non-participating costs for any repair or maintenance of haul roads and any other non-participating costs are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

[End of Document]

ASHLAND
Functional Classification - DRAFT

ASHLAND



2020-2025 STP-Urban Program

Approved Project List

STP-Urban 5,000-20,000 Population

Entitlement Holder	Region	Project ID	Project Title	Project Limits	Functional Type	Federal Funding Request
ANTIGO (C, LANGLADE CO, ANTIGO UA)	NC	9835-04-00	C ANTIGO, CLERMONT STREET	10TH AVENUE TO 7TH AVENUE	DESIGN	\$88,320
ANTIGO (C, LANGLADE CO, ANTIGO UA)	NC	9835-04-70	C ANTIGO, CLERMONT STREET	10TH AVENUE TO 7TH AVENUE	CONSTRUCTION	\$437,760
ANTIGO (C, LANGLADE CO, ANTIGO UA)	NC	9835-05-00	C ANTIGO, 7TH AVENUE	DORR STREET TO CLERMONT STREET	DESIGN	\$56,000
ANTIGO (C, LANGLADE CO, ANTIGO UA)	NC	9835-05-70	C ANTIGO, 7TH AVENUE	DORR STREET TO CLERMONT STREET	CONSTRUCTION	\$232,000
SHAWANO (C, SHAWANO CO, SHAWANO - CECIL UA)	NC	6997-04-00	C SHAWANO, E FIFTH STREET	N MAIN STREET TO N HAMLIN STREET	DESIGN	\$192,000
SHAWANO (C, SHAWANO CO, SHAWANO - CECIL UA)	NC	6997-04-70	C SHAWANO, E FIFTH STREET	N MAIN STREET TO N HAMLIN STREET	CONSTRUCTION	\$729,600
SHAWANO (C, SHAWANO CO, SHAWANO - CECIL UA)	NC	6997-05-00	C SHAWANO, W GREEN BAY STREET	BARTLETT STREET TO MAIN STREET	DESIGN	\$303,600
SHAWANO (C, SHAWANO CO, SHAWANO - CECIL UA)	NC	6997-05-70	C SHAWANO, W GREEN BAY STREET	BARTLETTE STREET TO MAIN STREET	CONSTRUCTION	\$800,040
MARSHFIELD (C, MULTI-COUNTY, MARSHFIELD - HEWITT UA)	NC	6995-12-70	C MARSHFIELD, S LINCOLN AVENUE	WEST 5TH STREET TO ADLER ROAD	CONSTRUCTION	\$583,680
ASHLAND (C, ASHLAND CO, ASHLAND UA)	NW	8895-00-13	C ASHLAND, PRENTICE AVE	11TH STREET E TO 6TH STREET E	DESIGN	\$172,042
ASHLAND (C, ASHLAND CO, ASHLAND UA)	NW	8895-00-14	C ASHLAND, PRENTICE AVE	11TH STREET E TO 6TH STREET E	CONSTRUCTION	\$1,075,389
RIVER FALLS (C, MULTI-COUNTY, RIVER FALLS UA)	NW	7994-00-49	C RIVER FALLS, S WASSON LANE	830TH AVE TO E CASCADE AVE	DESIGN	\$360,000
RIVER FALLS (C, MULTI-COUNTY, RIVER FALLS UA)	NW	7994-00-50	C RIVER FALLS, S WASSON LANE	830TH AVE TO E CASCADE AVE	REAL ESTATE	\$80,000
RIVER FALLS (C, MULTI-COUNTY, RIVER FALLS UA)	NW	7994-00-51	C RIVER FALLS, S WASSON LANE	830TH AVE TO E CASCADE AVE	CONSTRUCTION	\$2,680,000
DELAVAN (C, WALWORTH CO, DELAVAN - DARIEN UA)	SE	3841-05-00	WRIGHT STREET	STH 11 TO HOBBS DRIVE	DESIGN	\$269,408
DELAVAN (C, WALWORTH CO, DELAVAN - DARIEN UA)	SE	3841-05-70	WRIGHT STREET	STH 11 TO HOBBS DRIVE	CONSTRUCTION	\$1,187,680
NEW LONDON (C, MULTI-COUNTY, NEW LONDON UA)	NC	6996-04-72	C NEW LONDON, N WATER STREET	SHAWANO STREET TO N PEARL STREET	CONSTRUCTION	\$2,947,840
Total Approved						\$12,195,359

STP-Urban 20,000-50,000 Population

Entitlement Holder	Region	Project ID	Project Title	Project Limits	Functional Type	Federal Funding Request
STEVENS POINT URBAN GROUP	NC	6767-01-01	V PLOVER, CTH B	WISCONSIN AVENUE TO HOOVER AVENUE	DESIGN	\$639,693
STEVENS POINT URBAN GROUP	NC	6767-01-71	V PLOVER, CTH B	WISCONSIN AVENUE TO HOOVER AVENUE	CONSTRUCTION	\$3,494,906
STEVENS POINT URBAN GROUP	NC	6767-02-01	V PLOVER, CTH B	HOOVER AVENUE TO IH 39 INTERCHANGE	DESIGN	\$171,863
STEVENS POINT URBAN GROUP	NC	6767-02-71	V PLOVER, CTH B	HOOVER AVENUE TO IH 39 INTERCHANGE	CONSTRUCTION	\$1,980,951
Total Approved						\$6,287,413

2020-2025 STP-Urban Program

Approved Project List

STP-Urban 50,000-200,000 Population

Entitlement Holder	Region	Project ID	Project Title	Project Limits	Functional Type	Federal Funding Request
WAUSAU URBAN GROUP	NC	6999-09-72	C WAUSAU, STEWART AVENUE	S 72ND AVENUE TO S 48TH AVENUE	CONSTRUCTION	\$2,730,000
WAUSAU URBAN GROUP	NC	6999-16-73	C MOSINEE, MAIN STREET	4TH STREET TO RANGELINE ROAD	CONSTRUCTION	\$396,343
SHEBOYGAN MPO	NE	4232-00-71	C SHEBOYGAN, WEEDEN CREEK ROAD	CTH OK TO S 12TH STREET	CONSTRUCTION	\$3,610,997
FOND DU LAC MPO	NE	4831-05-71	C FOND DU LAC, CTH VV	CTH V TO MARTIN AVENUE	CONSTRUCTION	\$1,185,640
OSHKOSH MPO	NE	4636-05-00	C OSHKOSH, CTH I	35TH STREET TO RIPPLE AVENUE	DESIGN	\$248,838
OSHKOSH MPO	NE	4636-05-72	C OSHKOSH, CTH I	35TH STREET TO RIPPLE AVENUE	CONSTRUCTION	\$1,030,479
EAU CLAIRE MPO	NW	8996-01-06	CHIPPEWA FALLS - CTH K	CTH J & 50TH AVE INTERSECTION	DESIGN	\$128,000
EAU CLAIRE MPO	NW	8996-01-07	CHIPPEWA FALLS - CTH K	CTH J & 50TH AVE INTERSECTION	CONSTRUCTION	\$1,280,000
EAU CLAIRE MPO	NW	7995-02-63	C EAU CLAIRE, STATE ST/CTH F	HEATHER ROAD TO HAMILTON AVE	CONSTRUCTION	\$776,000
EAU CLAIRE MPO	NW	7995-02-65	C EAU CLAIRE, S HASTINGS WAY	GATEWAY DRIVE TO PINE LODGE ROAD	CONSTRUCTION	\$800,000
EAU CLAIRE MPO	NW	7995-02-67	C EAU CLAIRE, VARIOUS LOCATIONS	CITY TRANSIT STOP IMPROVEMENTS	CONSTRUCTION	\$284,296
SUPERIOR MPO	NW	8998-00-36	C SUPERIOR, HAMMOND AVE	N 21ST STREET TO N 28TH STREET	CONSTRUCTION	\$1,147,393
KENOSHA (CO, KENOSHA UZA)	SE	3732-09-01	CTH K	UPRR TO 94TH CT	DESIGN	\$640,800
KENOSHA (CO, KENOSHA UZA)	SE	3732-09-71	CTH K	UPRR TO 94TH CT	CONSTRUCTION	\$5,641,087
RACINE (C, RACINE CO, RACINE UZA)	SE	2703-09-01	N MAIN STREET	GOOLD ST TO MELVIN AVE	DESIGN	\$349,160
RACINE (C, RACINE CO, RACINE UZA)	SE	2703-09-21	N MAIN STREET	GOOLD ST TO MELVIN AVE	REAL ESTATE	\$80,000
RACINE (C, RACINE CO, RACINE UZA)	SE	2703-09-71	N MAIN STREET	GOOLD ST TO MELVIN AVE	CONSTRUCTION	\$1,783,340
RACINE (CO, RACINE UZA)	SE	2390-09-73	CTH C	NO OHIO ST TO FAIRWAY DR	CONSTRUCTION	\$3,042,317
WASHINGTON (CO, WEST BEND UZA)	SE	2711-06-70	CTH P	STH 175 TO SHERMAN ROAD	CONSTRUCTION	\$1,556,523
LA CROSSE (CO, LA CROSSE UZA)	SW	7067-00-71	VILLAGE OF HOLMEN, CTH SN	HANSON AVENUE TO ALPINE LANE	CONSTRUCTION	\$2,124,247
ONALASKA (C, LA CROSSE CO, LA CROSSE UZA)	SW	5991-02-01	CITY OF ONALASKA, 4 TRANSIT VANS	4 TRANSIT VANS	PLAN & ADM	\$128,000
LA CROSSE (C, LA CROSSE CO, LA CROSSE UZA)	SW	5991-05-00	C OF LA CROSSE, 1 MTU DIESEL BUS	1 MTU DIESEL BUS	PLAN & ADM	\$384,000
BELOIT (T, ROCK CO, BELOIT UZA)	SW	5989-00-31	TOWN OF BELOIT, PARK AVENUE	CRANSTON AVENUE TO E INMAN PARKWAY	CONSTRUCTION	\$1,900,497
BELOIT (C, ROCK CO, BELOIT UZA)	SW	5989-00-24	C OF BELOIT, HENRY AVE/SHOPIERE RD	ROYCE AVENUE TO PRAIRIE AVENUE	CONSTRUCTION	\$384,346
JANESVILLE (C, ROCK CO, JANESVILLE UZA)	SW	5990-01-41	C OF JANESVILLE, EAST MILWAUKEE ST	ATWOOD AVENUE TO MAIN STREET	CONSTRUCTION	\$2,224,479

Total Approved \$33,856,782

RESOLUTION

No. 17528

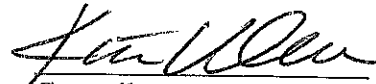
RESOLUTION TO APPROVE THE 2020 ADJUSTED CITY OF ASHLAND FUNCTIONAL CLASSIFICATION DESIGNATIONS

WHEREAS, the Wisconsin Department of Transportation periodically updates roadway functional classification designations; and

WHEREAS, the City of Ashland's 2020 Functional Classification Maps have been prepared by the Wisconsin Department of Transportation based on input provided by the City of Ashland, and

WHEREAS, official recommendation and approval by the Common Council of the City of Ashland is necessary for adoption of the 2020 Functional Classification Maps,

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Ashland does approve the recommended Ashland Functional Classification Maps as prepared by the Wisconsin Department of Transportation.

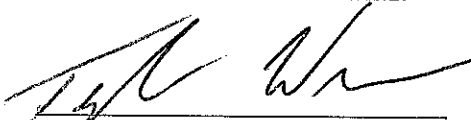

Councilperson

PASSED: October 22, 2019

ATTEST: 
Denise Oliphant, City Clerk


Debra S. Lewis, Mayor

APPROVED AS TO FORM:


Tyler W. Wickman, City Attorney

Ashland Urban Area Functional Classification System



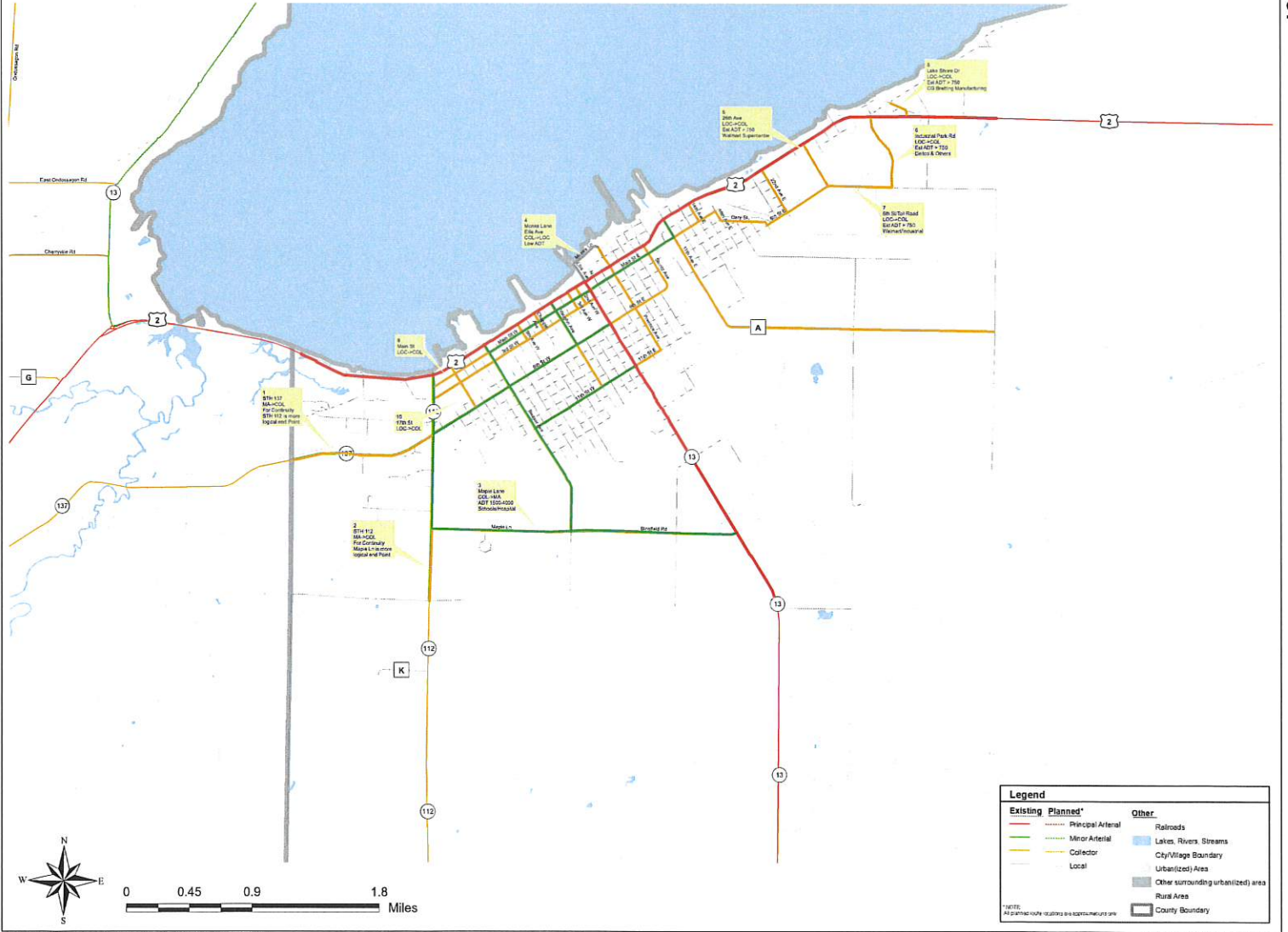
WisDOT Bureau of Planning and Economic Development
FHWA Approval (Boundary and Function): April 21, 2004

PDF Created: October 14, 2005
S:\A\A\A\A

ASHLAND

Functional Classification - DRAFT

ASHLAND



The information on these maps and produced from these maps was created for the official use of the Wisconsin Department of Transportation (WisDOT). Any other use, without permission, is the sole responsibility of the user. WisDOT expressly disclaims all liability regarding the use of the information for other than official WisDOT business.

WisDOT Bureau of Planning and Economic Development
 EPRM Approved Basic Street
 PDF Created: 10/26/2018
 AshlandMap 10.18.18

SUBJECT: Approve to Award Contract to Next Energy Solutions for the Ashland Police Station Solar Array (*Planning*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Public Works Department
Planning and Development Department
Finance Department
City Attorney

EXHIBITS: 1. Next Energy Solutions Contract and Proposal for City of Ashland Police Station Solar Array 2020

EXPENDITURES REQUIRED: \$98,500 total project cost
\$73,209.46 from Office of Energy Innovation grant
\$25,290.54 from Capital Budgets Fund 245

AMOUNT BUDGETED: Anticipated total project cost: \$133,200
\$99,000 budgeted from Office of Energy Innovation grant
\$34,200 budgeted as total match in Capital Budgets Fund 245

APPROPRIATION REQUIRED: N/A

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

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The City's Comprehensive Plan, in addition to its 25 by 25 Plan, recommend that the City prioritize energy efficiency and invest in clean energy when possible for City-owned buildings. The new construction of the Police Station provides a unique opportunity for the City to own its first solar array, offset approximately 45% of the anticipated energy usage for the new station, and educate the community about the realities and benefits of solar energy.

SUMMARY STATEMENT:

The City of Ashland received a grant in 2018 through the Public Service Commission's Office of Energy Innovation (OEI) in the amount of \$99,000, with an anticipated match of \$34,200 for a total project cost of \$133,200.

The City of Ashland utilized a competitive bidding process per federal and local procurement standards to solicit bids for the solar array which will be located on the garage roof of the new Police Station. Bids were

opened for this project on September 1, 2020, with the only bid from Next Energy Solutions (NES) in the amount of \$98,500 for the total project cost. With the reduced overall project budget, the City's required match and grant award will be reduced proportional to the original award amounts. Therefore, the City will have a required match of \$25,290.54. NES will also assist the City in preparing an application for Focus on Energy funding through Xcel energy to further reduce the match funds needed from the City.

The proposed solar array will offset approximately 45% of the anticipated energy use of the station, and create a public educational opportunity for the City to lead by example and make tangible progress towards achieving the City's adopted goal of achieving 25% of its overall energy from renewable sources by the year 2025. Grant funding will also be applied towards staff time and materials for public educational materials related to solar energy.

City of Ashland Police Station

414 11th Avenue West, Ashland, WI 54806

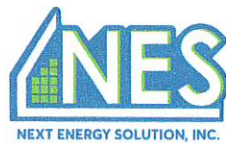
Rooftop Solar Installation

Project No. 17-3145

RFP Submittal by:

Next Energy Solution, Inc.

8/31/2020





Next Energy Solution, Inc.
461 US Highway 63
Shell Lake, WI 54871
715-416-3022
admin@nextenergysolution.com
www.nextenergysolution.com

Quote

ADDRESS

Megan McBride
City of Ashland Police Station
414 11th Avenue West
Ashland, WI 54806

SHIP TO

Same as billing
mmcbride@coawi.org
715-682-7041

QUOTE # 3243B WIBG**DATE** 01/14/2020**TRACKING NO.**
30**TODAY'S DATE**
08/31/2020**SALES REP**
BG**GROUP**
2020 CBR Grid Tie - Tier 4**SOLAR SYSTEM DESCRIPTION****AMOUNT**

Complete Install Solar System 34 kW South Facing

INVERTER: 1 - SolarEdge SE14400H-US Inverter; 3-Phase 120/280V with 10-yr warranty. INVERTER: 2 - SolarEdge SE 9000H-US Inverters; 3-Phase 120/280V with 10-yr warranty **All inverters AFCI SBI compliant with built-in DC disconnect, Rapid shutdown Code Compliant system included. USA Assembled.

98,500.00

MODULES: 85 - Q-Cell 400-watt panel- Q-PEAK DUO G5.3 Assembled in USA; features a 25-yr performance warranty

Unirac RM10 Ballasted Roof Mount. UL-listed and approved for zip code location 54806. comes with 20-yr warranty. Made in USA.

EIGP Grant: -\$99,000

NES provides a 5-year parts and labor warranty.

Scope of Work: Next Energy Solution, Inc., herein referred to as NES -Electrical Contractor No.1313880, will provide the following services in regards to the proposed 34kW Photovoltaic Solar System for the City of Ashland Police Department, located at 414 11th Ave W, Ashland WI 54806: NES will assist in filling out interconnect application/contract with utility for project. NES to install solar modules. All modules will be mounted in accordance with local and national building codes. Drawings supplied will meet NEC and our Master Electrician will ensure a compliant system. Our electrician will schedule and be present at electrical inspection by state, if applicable. NES will program the system, and our electrician will schedule and attend the system commissioning with utility company. NES Solar Systems include system monitoring; Wi-Fi signal must be present at inverter for this option to operate. NES not responsible for providing Wi-Fi signal.

Note: NES will ensure that all worker compensation complies with Davis-Bacon Prevailing Wages and use of Certified Payroll form WH-347 will be submitted for review in compliance with the Davis-Bacon Act to be used during the APD Solar Installation. General Laborers; Ashland County: Electrician; Ashland County: Base + Fringe.

Terms: The first half of the balance is due to NES when accepted. Final balance is due when solar module installation is complete. Payment of balance due will not be delayed by Electrical or Dwelling Inspector or Utility Company Scheduling of Inspection or Commissioning. Quote Expires 12/13/2020.

TOTAL**\$98,500.00**

Accepted By

Accepted Date

City of Ashland Police Department

34 kW South Facing Solar System Installation

414 11th Street W

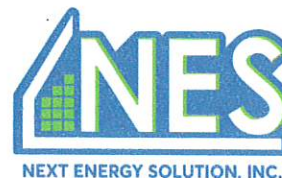
Ashland, WI 54806

Next Energy Solution:

461 Hwy 63

Shell Lake, WI 54871

(715) 416-3022



Website:

www.nextenergysolution.com

Executive Summary:

Based on the Request for Proposal information given, Next Energy Solution, Inc. proposes the following system installation.

1	System Capacity	34kW (DC) & 32kW (AC)
2	Brand Name	Module: Q-Cell 400w Inverter: SolarEdge
3	Type	Grid Tied; Ballasted Roof Mounted PV System
4	Area Designated	On Northernmost part of roof
5	Mounting Structure	Unirac RM10 UL2703, will not void roof warranty
6	Energy Generation in kWh	41,764 kWh annually
7	Solar PV System Cost	\$98,500.00

Information about Next Energy Solution Solar Company:

Next Energy Solution, Inc. is in Shell Lake, WI. NES is a full service solar electric installer and manufacturer of related products. We specialize in grid-tied and off-grid systems for homes, businesses, farms and cabins. We have been in business for over 7 years and have over 500 systems in place today.

Our staff has over 20 years of experience in the solar energy industry and all electrical designs are completed by our certified NABCEP PV Installation Professional. We have kept great working relationships with local utility companies, municipalities and Focus on Energy. We have helped our customers get a total of over \$2,000,000 from Focus on Energy to go towards funding their solar electric projects in the past three years.

We take pride in our quality of work and in helping those who want to go solar. We commit to a 5-year installation and operation warranty. If there needs to be warranty claims on any equipment that is still under warranty, we are sure to take care of it with the manufacturer. We use top of the line and UL-listed inverters, solar modules, mounting and racking equipment.

Equipment:

Modules: 85 – Q-Cell 400w panel; Q.Peak DUO BLK+G5.3

- Innovative all-weather technology; optimal yields with excellent low-light and temperature behavior; extreme weather rating; certified for high snow and wind loads
- 35 years of industry experience
- Ideally suited for rooftop arrays on commercial/industrial buildings
- UL 1703- CE Compliant

Racking: 404 - Unirac RM10 Roof Mount Ballast Frames

- 25-year warranty
- ARRA compliant
- 2-week lead time
- Easy installation

Inverters: 1 – SolarEdge SE14400-US Inverter & 2 – SolarEdge SE 9000H-US inverters

- Utilizes power optimizers for maximum efficiency
- Excellent reliability with 10-year warranty and extendable warranty up to 20 years
- Internet connection using ethernet or wireless
- Superior and easy-to-use monitoring platform
- NEMA 3 compliant (indoor or outdoor mounting)
- ARRA compliant
- Built-in rapid shutdown for safety
- Listed on California's List of "Incentive Eligible Photovoltaic Inverters," See https://www.gosolarcalifornia.ca.gov/equipment/documents/Grid_Support_Inverter_List_Simplified_Data.xlsx (Specifically listed in Section 491)

Optimizers: 85 – P400p optimizers

- 25% more energy
- 99.5% efficiency
- System cost reduction – 50% less optimizers, cables and combiner boxes
- Compliant with NEC requirements
- ARRA compliant
- Module level shutdown for safety

SolarEdge Monitoring Platform

- Full visibility of system performance
- Visualization of system production and building consumption
- Data presentation on module level, string level and system level
- Automatic alerts on system issues
- Remote troubleshooting
- Easy access from computer, smart tablet, or smart phone
- Multiple options for social sharing and public display

Funding:

NES will complete required documentation for APD to receive the Focus on Energy prescriptive grant funding. NES will also cooperate with the special OEI grant to remain in good standing to accept the awards previously acquired.

Installer Qualifications:

NABCEP Installer and Equivalent – The design and installation guidelines will be provided by certified NABCEP Installer Paul Hopkins with NABCEP # 091209-82. Paul has designed over 2,000 PV systems of all sizes and is a current employee of NES.

References – Multiple references are provided below.

References from Projects with multiple owners:

St. Anthony's Spirituality Center:

Contact Name: Deacon Hilts

Contact Phone: 715-443-2236

RECIP Recipients:

Lakewood SuperValu:

Contact Name: Dave Seeber

Contact Phone: 715-276-6678

Wirth Brother Farms:

Contact Name: Dave Wirth

Contact Phone: 715-850-0494

Birchwood School:

Contact Name: Diane Nelson

Contact Phone: 715-354-3471 ext. 504

Soda Farms:

Contact Name: Kevin Soda

Contact Phone: 920-291-5150

Local Projects:

Contact Name: Ann Gleichert

Contact Phone: 715-651-7350

Bayfield County Forestry Building:

Contact Name: Mark Abeles

Contact Phone: 715-373-6181

Education/Future Opportunities:

As per EIG Grant documentation, within the APD continuing education will take place, including knowledge of the online monitoring portal, which NES will propagate and provide instruction and educational materials for. Advertisement of the solar installation will be included on city website, newspaper, farmer's market, and through the city's sustainability committee. The city of Ashland Police Department will be required to learn about the solar system and answer questions from visitors (per the EIG Grant). NES is happy to provide a brief training/overview of the system for this purpose. This installation, being one of few PV Solar Arrays installed on city property, opens the door for many other opportunities, including installation on other city buildings, to reduce energy use and taxpayer money.

Solar Group Buy Incentive:

***The Ashland PD was granted tier-4 pricing based on 2020 NES Group Buy Offering. Group Buying is defined as collective purchasing in a designated geographical area, giving eligible participants the opportunity to receive volume-discounted tiered pricing based on the total number of participants.*

Attachments:

1. Next Energy Solution Installation Quote
2. Certified Payroll Form WH-347 (example)
3. Confirmation of Davis-Bacon Prevailing Wages as of 06/03/2020 for County of Ashland, WI
4. Solar Alliance Cheq Bay Group Buy Info Sheet
5. Modules/Inverter/Racking Specifications
6. Electrical Engineering Document
7. Certificate of Liability Insurance 06/16/2020-06/22/2021
8. Performance/Payment Bond

This document confirms Next Energy Solution, Inc. as the Solar Installer of Record for the City of Ashland Police Department's 34kW Solar Installation for Project No. 17-3145 NEW POLICE STATION at 414 11th Ave West at the agreed upon price and terms outlined in the NES Quote and supporting documents (attached).

Client _____ Date: _____

City of Ashland, WI

NES _____

Foley Quinn, CEO

Date: 8/31/20

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between The City of Ashland, WI (Owner) and
Next Energy Solution, Inc. (NES) (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 1. NES will assist in filling out interconnect application/contract with utility for project. NES to install solar modules. All solar modules, racking and hardware will be mounted in accordance with local and national building codes. Engineering documents supplied will meet NEC. Our Master Electrician will ensure a compliant system. Our electrician must schedule and be present at electrical inspection by state, if applicable. NES will program system, and our electrician will attend the system commissioning with utility company. NES Solar Systems include system monitoring; Wi-Fi signal must be present at inverter for this option to operate. NES not responsible for providing Wi-Fi signal.
 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located within the City of Ashland, WI.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:

1. This Contract.
2. Performance bond.
3. Payment bond.
4. Specifications listed in the Table of Contents.
5. Addenda.
6. Exhibits to this Contract (enumerated as follows):
 - a. Exhibit 1 – NES Quote/Contract
 - b. Exhibit 2 – Proposal Form to include: Equipment Specifics, Davis-Bacon wages, Group Buy Informational, Cert. of Liability Insurance, Performance Bond.
7. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is:

John Butler, P.E.
City of Ashland, Director of Public Works
715-685-1648 or jbutler@coawi.org

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work associated with Ashland Police Department Solar Array will be substantially complete on or before, November 15, 2020 and ready for final payment on or before November 30, 2020.
- B. The remaining required Electrical Inspections & Solar System Commissioning, etc. are subject to change due to the unpredictable workload and schedule of the DSPS certified Electrical Inspectors and the Utility Company. Payment for the Solar Array installation will not be withheld pending inspection and commissioning.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the

requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$[500] for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	SOLAR ARRAY INSTALLATION		1	\$98,500	
2					
3					
4					
5					
6					
7					

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all extended prices for Estimated Quantities of Work					\$

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State:	<u>Statutory</u>
Applicable Federal (e.g., Longshoreman's):	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>100,000 Each Accident</u>
Bodily Injury by Disease, each Employee	\$ <u>500,000 Each Employee</u>
Bodily Injury/Disease Aggregate	\$ <u>500,000 Policy Limit</u>

b. Commercial General Liability:

General Aggregate	\$ <u>4,000,000</u>
Products - Completed Operations Aggregate	\$ <u>4,000,000</u>
Personal and Advertising Injury	\$ <u>2,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>
	\$ <u>1,000,000</u>

c. Automobile Liability:

Combined Single Limit (Bodily Injury and
Property Damage) \$ 300,000

d. Excess or Umbrella Liability:

Per Occurrence \$ _____

General Aggregate \$ _____

e. Contractor's Pollution Liability:

Each Occurrence \$ _____

General Aggregate \$ _____

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment.
 2. Blanket contractual liability coverage to the extent permitted by law.
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work.
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use

through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.

- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive.
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question.
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition.
 - 3. Determine whether the condition falls within the differing site condition as stated herein.
 - 4. Obtain any pertinent cost or schedule information from Contractor.
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not act on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent

jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress. (See Solar Installation Quote 3243BWIBG for NES Contractual payment terms.)

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain 10 % of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (setoffs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is

incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents.
 - 2. Consent of the surety to final payment.
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects or will so pass upon final payment.
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for payments made to subcontractor for electrical engineering documents, overhead and profit on such Work.
 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work.
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

City of Ashland

By: _____

Title: Debra S. Lewis, Mayor

By: _____

Title: Denise Oliphant, City Clerk

By: _____

Title: Barbara Clement,
Comptroller/Treasurer

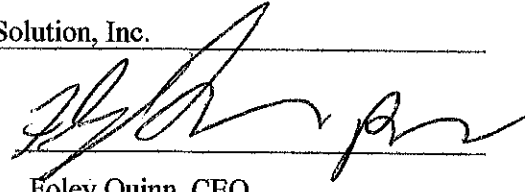
proved as to form

By: _____

Title: Tyler W. Wickman, City Attorney

CONTRACTOR:

Next Energy Solution, Inc.

By: 

Title: Foley Quinn, CEO

License No. 031500067 Dwelling Contractor

1313880 Electrical Contractor

*(if Contractor is a corporation, a partnership, or a joint venture,
attach evidence of authority to sign.)*

Attest: C-Corp Articles of Incorporation

Title: CEO, Sole Owner

Address for giving notices:

Address for giving notices:

Next Energy Solution, Inc.

461 US Hwy 63

Shell Lake, WI 54871

RESULTS

41,764 kWh/Year*

System output may range from 40,043 to 44,090 kWh per year near this location.

Caution: Photovoltaic system performance predictions calculated by PVWatts® include many inherent assumptions and uncertainties and do not reflect variations between PV technologies nor site-specific characteristics except as represented by PVWatts® inputs. For example, PV modules with better performance are not differentiated within PVWatts® from lesser performing modules. Both NREL and private companies provide more sophisticated PV modeling tools (such as the System Advisor Model at <https://sam.nrel.gov>) that allow for more precise and complex modeling of PV systems.

The expected range is based on 30 years of actual weather data at the given location and is intended to provide an indication of the variation you might see. For more information, please refer to this NREL report: The Error Report.

Disclaimer: The PVWatts® Model ("Model") is provided by the National Renewable Energy Laboratory ("NREL"), which is operated by the Alliance for Sustainable Energy, LLC ("Alliance") for the U.S. Department Of Energy ("DOE") and may be used for any purpose whatsoever.

The names DOE/NREL/ALLIANCE shall not be used in any representation, advertising, publicity or other manner whatsoever to endorse or promote any entity that adopts or uses the Model. DOE/NREL/ALLIANCE shall not provide

any support, consulting, training or assistance of any kind with regard to the use of the Model or any updates, revisions or new versions of the Model.

YOU AGREE TO INDEMNIFY DOE/NREL/ALLIANCE, AND ITS AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO YOUR USE, RELIANCE, OR ADOPTION OF THE MODEL FOR ANY PURPOSE WHATSOEVER. THE MODEL IS PROVIDED BY DOE/NREL/ALLIANCE "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL DOE/NREL/ALLIANCE BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO CLAIMS ASSOCIATED WITH THE LOSS OF DATA OR PROFITS, WHICH MAY RESULT FROM ANY ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS CLAIM THAT ARISES OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE MODEL.

The energy output range is based on analysis of 30 years of historical weather data for nearby , and is intended to provide an indication of the possible interannual variability in generation for a Fixed (open rack) PV system at this location.

Month	Solar Radiation (kWh / m ² / day)	AC Energy (kWh)	Value (\$)
January	1.74	1,615	205
February	2.74	2,296	292
March	4.23	3,858	490
April	5.19	4,414	561
May	5.89	5,058	642
June	6.39	5,187	659
July	6.67	5,461	694
August	5.70	4,683	595
September	4.42	3,630	461
October	2.90	2,540	323
November	1.95	1,740	221
December	1.41	1,283	163
Annual	4.10	41,765	\$ 5,306

Location and Station Identification

Requested Location	414 11TH AVE WEST ASHLAND WI
Weather Data Source	Lat, Lon: 46.57, -90.9 1.0 mi
Latitude	46.57° N
Longitude	90.9° W

PV System Specifications (Commercial)

DC System Size	34 kW
Module Type	Premium
Array Type	Fixed (open rack)
Array Tilt	10°
Array Azimuth	180°
System Losses	10%
Inverter Efficiency	96%
DC to AC Size Ratio	1.2

Economics

An aerial map showing the property at 414 11th Avenue West. The property is outlined in red and consists of a large rectangular building with a flat roof and a smaller, gabled structure attached to the side. The map shows surrounding streets, including 41st Street and 42nd Street, and various landmarks and businesses in the area.

System Size: 34.00 kW
Module: (85) HANWHA Q.PEAK DUO L-G5.3 400
Inverter: (2) SolarEdge SE9KUS
(1) SolarEdge SE14.4KUS
-3 Strings of 11 Modules
-4 Strings of 13 Modules
Racking: ~~TerraGen~~ Flat Roof *unirac*
Interconnection: Load Side Interconnection
(125A Breaker)
Roof: EPDM (1yrs, New)
Single Layer
Array 1
Tilt: 10°
Azimuth: 212°
Installer: NES
Utility: Xcel
AHJ: City of Ashland

1.0 :	Cover Page
1.1 :	Site Plan
1.2 :	Module Layout
1.3 :	Elevation
2.0 :	Single Line Diagram
2.1 :	Single Line Diagram
2.2 :	Interconnection Diagram
3.0 :	Calculations
3.1 :	Placards
3.2 :	Placards—Rapid Shutdown
4.0 :	NREL PV Watts
5.0 :	Commissioning
6.0–6.4 :	Component Specification Sheets

[illegible]

JOSTITE ADDRESS CITY OF ASHLAND POLICE STATION 414 11TH AVE. WEST ASHLAND, WI 54806	JOB NO. DATE 6/16/20	SHEET NO. 1.0
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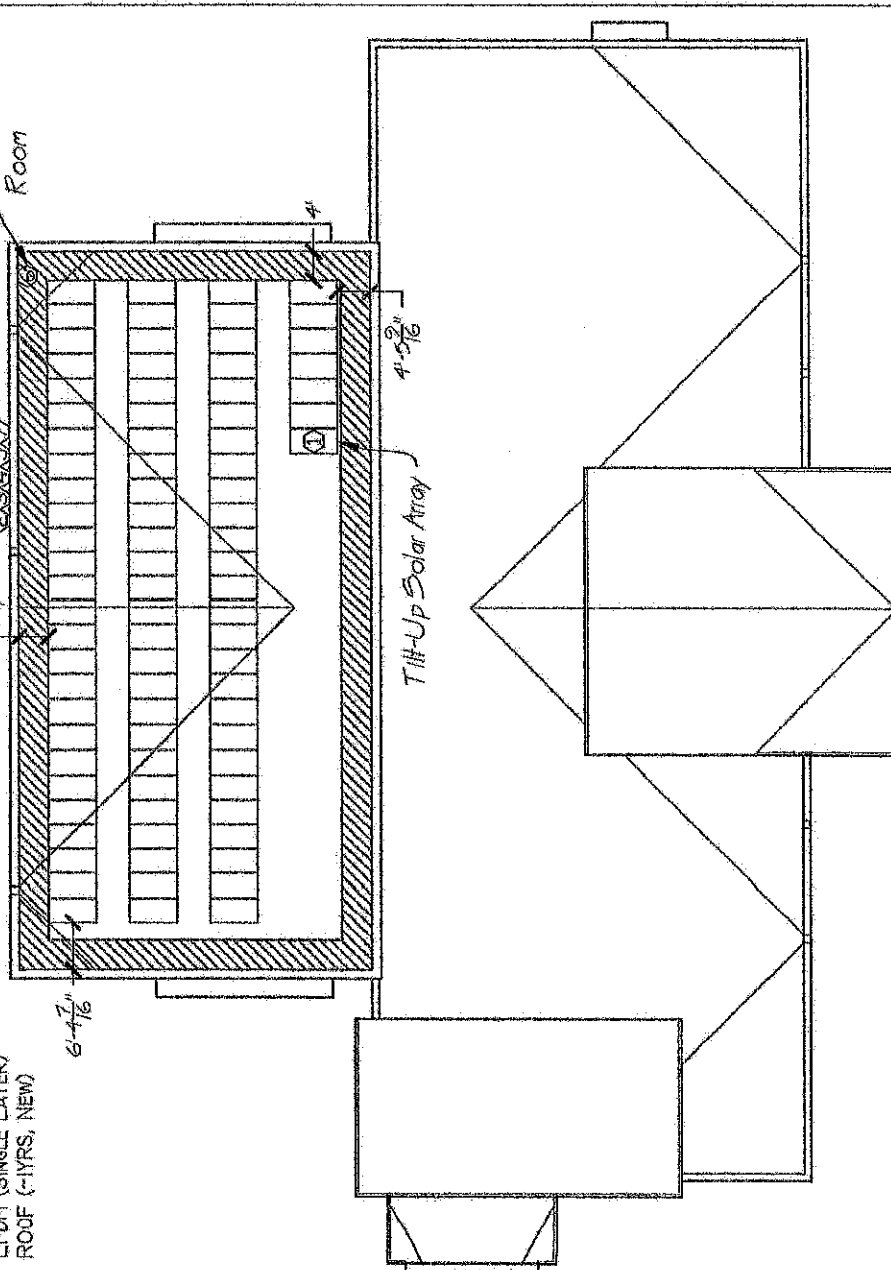
414 11TH AVE. WEST

10° AT 212 AZIMUTH
EPDM (SINGLE LAYER)
ROOF (~1YRS, NEW)

6'-4 7/16"
In Mech Yard Inside Elec Room

EQUIPMENT SCHEDULE

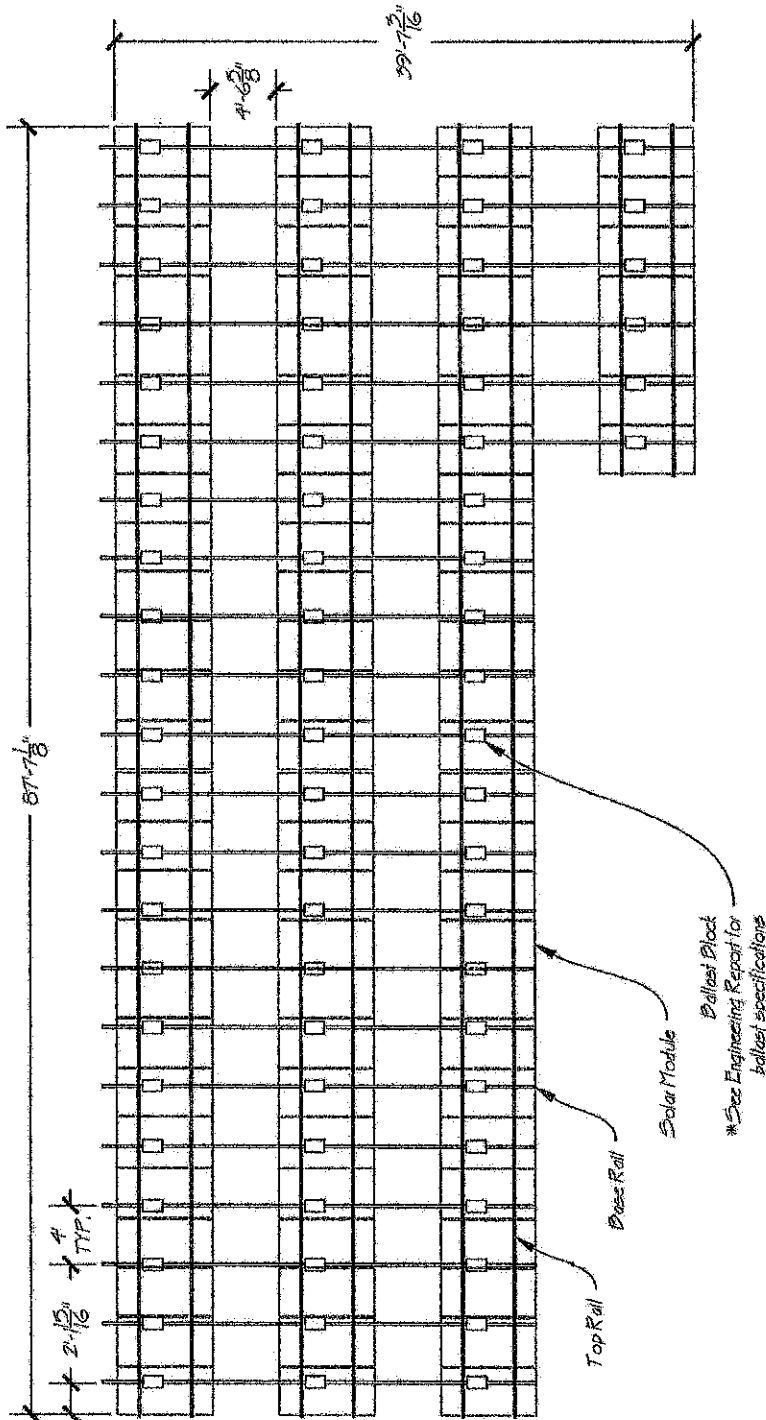
- ① MODULES
- ② INVERTERS
- ③ AC COMBINER
- ④ PV DISCONNECT
- ⑤ PV PROD METER
- ⑥ MAIN PANEL
- ⑦ UTILITY METER



1.1 414 11TH AVE. WEST, SOLAR LAYOUT
SCALE 1/16" = 1'-0"

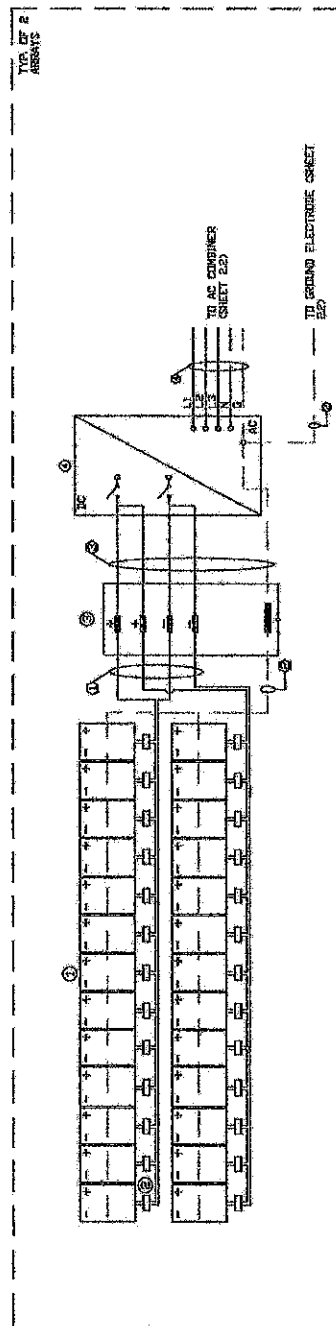
PROJECT ADDRESS CITY OF ASHLAND POLICE STATION 414 11TH AVE. WEST ASHLAND, WI 54808		JOB NO. DATE 6/19/20	SHEET NO. 1.1
DESIGNED CHECKED DATE 6/18	DRAWN DATE 6/18	APPROVED DATE 6/18	
WWW.NESTENERGY.COM 461 HWY 63 SHELL LAKE, WI 53081 920.7563			

NOTES: 1. SEE ENGINEERING REPORT FOR BALLAST SPECIFICATIONS		REVISIONS: NO. DATE BY 1 6/16/20 JMS		PROJECT ADDRESS: CITY OF ASHLAND POLICE STATION 414 11TH AVE. WEST ASHLAND, WI 54806	
DATE: 6/16/20		JOB NO.: 1.2		DESIGNER: JMS	
CLIENT: CITY OF ASHLAND		DESIGNER: JMS		DATE: 6/16/20	
PROJECT NO.: 1.2		DATE: 6/16/20		DESIGNER: JMS	



1.2 414 11TH AVE. WEST, RACKING LAYOUT
 SCALE: 1/8" = 1'-0"

414 11TH AVE WEST ASHLAND, WI 54806 CITY OF ASHLAND POLICE STATION 414 11TH AVE WEST ASHLAND, WI 54806		JOB NO. 6/16/20	SHEET NO. 2.0
414 11TH AVE WEST ASHLAND, WI 54806 CITY OF ASHLAND POLICE STATION 414 11TH AVE WEST ASHLAND, WI 54806		JOB NO. 6/16/20	SHEET NO. 2.0



ARRAY SPECIFICATIONS
 1040 KW
 265 HANWHA 400W MODULES
 2 STRINGS OF 13 MODULES

MODULE SPECIFICATIONS
 MANUFACTURER: HANWHA
 MODEL: QPEAK DUJ L-05.3 400
 VDD: 45.00 V
 VMP: 40.24 V
 ISC: 9.75 A
 P/DC: -0.27%/°C

INVERTER SPECIFICATIONS
 MANUFACTURER: SOLAREDGE
 MODEL: SE8KUS
 INVERTER OUTPUT: 90kW
 INVERTER VOLTAGE: 240V
 INVERTER CURRENT: 250 A
 CONT. CURRENT: 3125 A

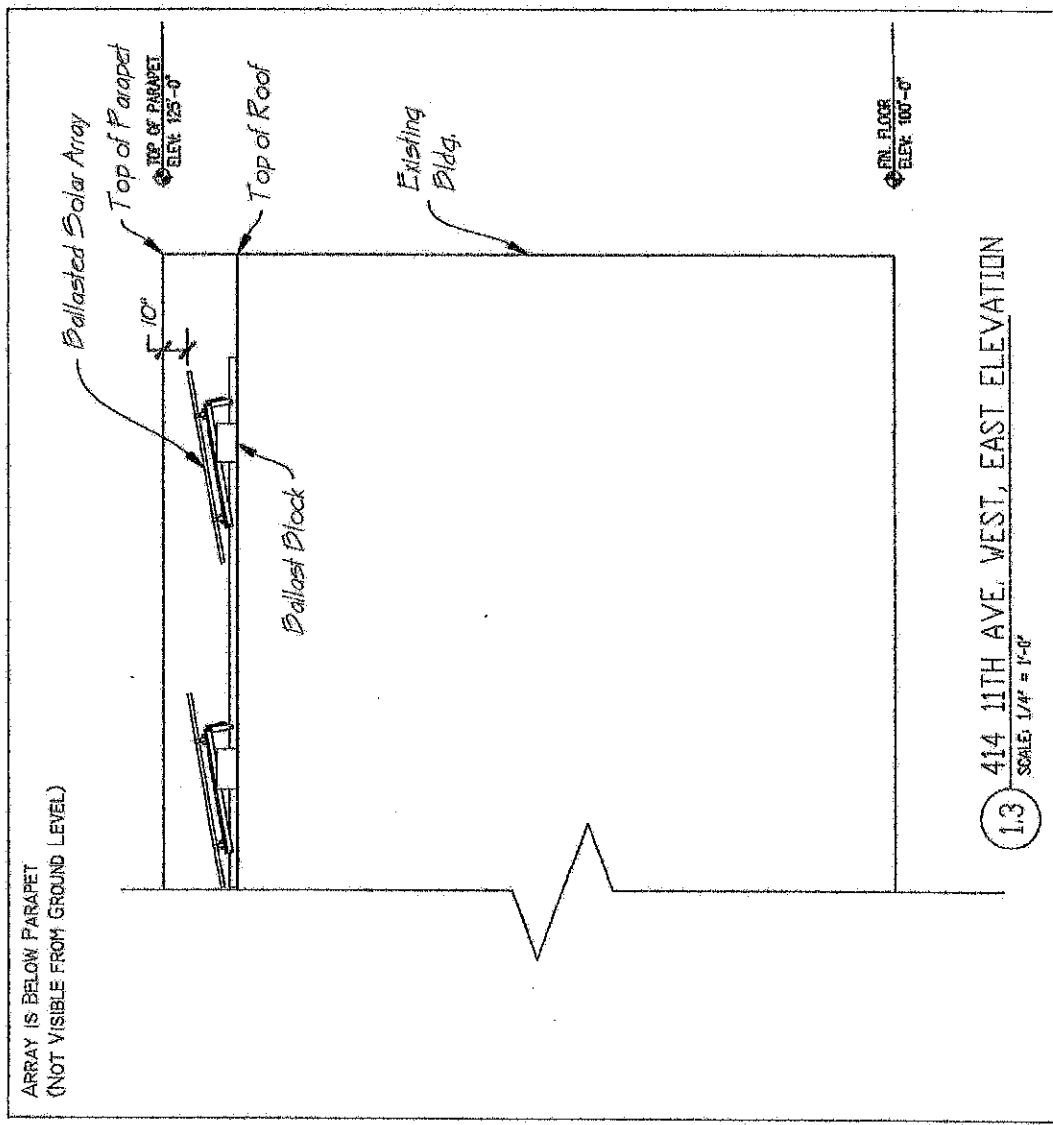
EQUIPMENT SCHEDULE
 ① (265) HANWHA QPEAK DUJ L-05.3 400 SOLAR MODULES
 ② SOLAR EDGE P400 OPTIMIZERS (EACH STRING OF OPTIMIZERS LIMITED TO 4000DC NOMINAL OUTPUT)
 ③ OUTDOOR JUNCTION BOX
 ④ SOLAR EDGE SE8KUS GRID-TIE INVERTER, 208VAC OUTPUT, WITH INTEGRATED DC DISCONNECT, ARC FAULT PROTECTION, AND UL 1741 AND IEEE 1547 COMPLIANT

WIRE SCHEDULE
 ① PROVIDE 2 #10 AWG(-) 2 #10 AWG(-) PV WIRE
 ② PROVIDE 4 #6 AWG GROUND (SEE NOTE 5)
 ③ PROVIDE 2 #10 AWG(-) 2 #10 AWG(-) THRU-2 1 #10 (5) IN A 3/4" GRC C.
 ④ PROVIDE 4 #6 AWG THRU-2 1 #10 AWG (5) IN A 3/4" GRC C.

GENERAL NOTES
 (1) MINIMUM PERMANENT SIGNAGE (YELLOW PLACARD, BLACK LETTERING):
 "PHOTOVOLTAIC SYSTEM DISCONNECT"
 THIS PANEL ALSO FED BY SOLAR ELECTRIC SOURCE.
 (2) ON BILLING METER AND PV PROD METER - "PHOTOVOLTAIC SYSTEM CONNECTED"
 (3) SIGNAGE OTHER THAN THAT GIVEN IN (1) ABOVE MAY BE REQUIRED
 (4) PV MODULES, STRING COMBINERS, GFI, DC DISCONNECT, INVERTER, AC DISCONNECT, AND UTILITY DISCONNECT ARE UL-LISTED.
 (5) ALL GROUND SYSTEMS ARE BONDED TOGETHER.
 (6) GROUNDING/BONDING WITHIN ARRAY PER UL-LISTED MOUNTING SYSTEM (SEE RACKING SPEC SHEET).
 (7) INTERCONNECTION WILL BE PER LOCAL UTILITY REQUIREMENTS (TRIPLE-POLE CB OR LINE SIDE TAP).
 (8) SYSTEM CANNOT BE TESTED ON LINE UNTIL APPROVED BY UTILITY.
 (9) THE PHOTOVOLTAIC SYSTEM WILL BE INSTALLED IN COMPLIANCE WITH ARTICLE 690 OF THE 2017 NEC.
 (10) ALL WIRES MUST BE COPPER AND SIZED FOR A MAXIMUM 2.0% VOLTAGE DROP.

44 11TH AVE. WEST

ARRAY IS BELOW PARAPET
(NOT VISIBLE FROM GROUND LEVEL)



461 HWY 63
SHELL LAKE, WI
94871
(715) 520-7558
www.NextEnergySolution.com

[illegible]

414 11TH AVE. WEST
POLICE STATION
CITY OF ASHLAND
FOREIGN ADDRESS
ASHLAND, WI 54806

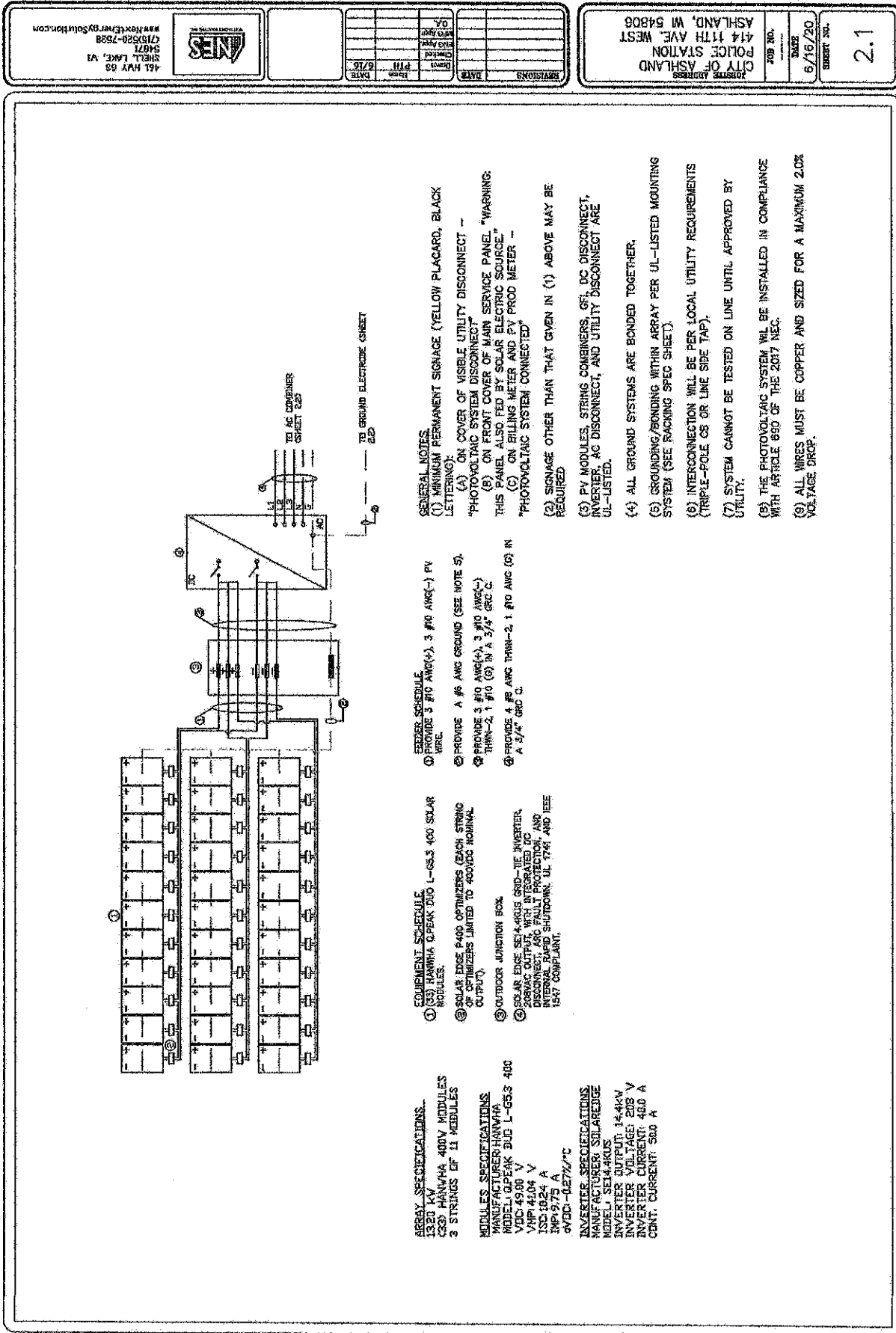
TOP SECRET

NOTE

4/16/20

FORM 1041

15.



441 HAY RD
SHELL LAKE, WI
53081
920/820-7528
www.haylake.com



DATE	REVISIONS
6/16/20	1
6/16/20	2
6/16/20	3
6/16/20	4
6/16/20	5
6/16/20	6
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CITY OF ASHLAND
POLICE STATION
414 11TH AVE. WEST
ASHLAND, WI 54806

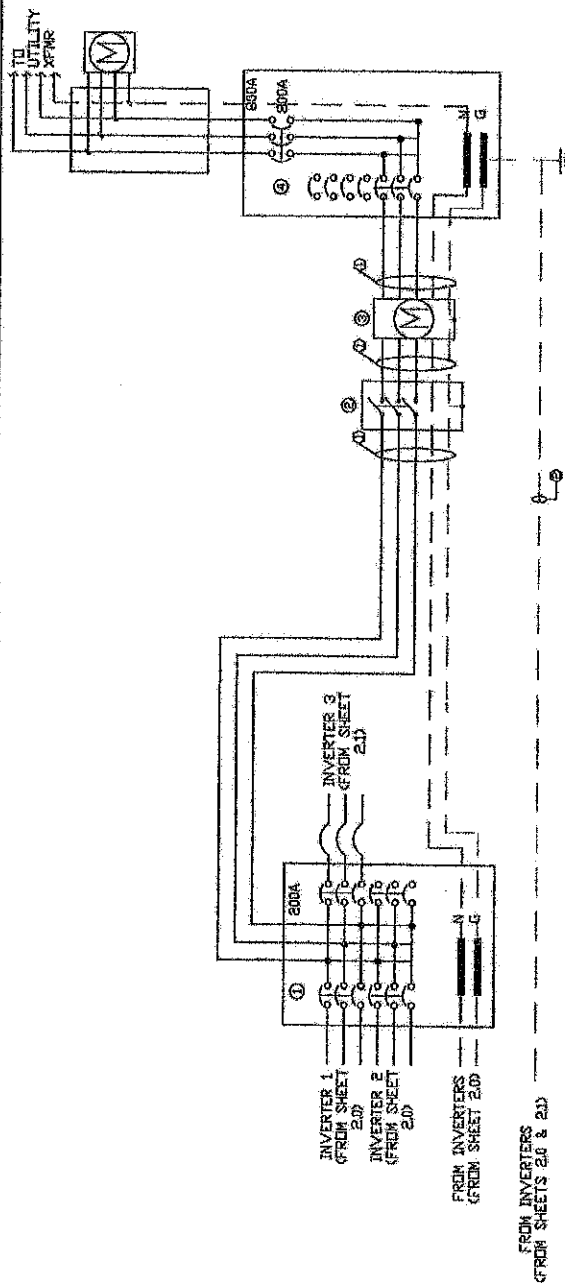
208 NO.

DATE

6/16/20

SHEET NO.

2.1



- ARRAY SPECIFICATIONS**

94.00 KW
C850 HAN/HA 400W MODULES
3 STRINGS OF 11 MODULES
4 STRINGS OF 13 MODULES

MODULE SPECIFICATIONS

MANUFACTURER: HAN/HA
MODEL: C850
VOC: 49.00 V
VMP: 41.04 V
ISC: 10.24 A
IMP: 9.75 A
PDC: -0.27%/°C

INVERTER SPECIFICATIONS

MANUFACTURER: SOLAREDGE
MODEL: S65KUS
INVERTER OUTPUT: 900W
INVERTER CURRENT: 200 A
CONT. CURRENT: 21.25 A
MODEL: S67L4KUS
INVERTER OUTPUT: 14.4kW
INVERTER VOLTAGE: 208 V
INVERTER CURRENT: 40.0 A
CONT. CURRENT: 50.0 A

EQUIPMENT SCHEDULE

① PROVIDE A 200A 3-POLE 250 V WLO AC CIRCUIT BREAKER WITH 200A 3-POLE 250 V WLO AC CIRCUIT BREAKER IN EXISTING 200A 3-POLE MAIN ELECTRICAL PANEL WITH 200A MAIN BREAKER AND 200A BUS.

FEEDER SCHEDULE

② PROVIDE 4 #1 AWG THHN-2, 1 #6 AWG (G) IN A 1 1/2" R/C C.

③ PROVIDE A #6 AWG GROUND.

GENERAL NOTES

(1) MINIMUM PERMANENT SIGNAGE (YELLOW PLACARD, BLACK LETTERING):
(A) ON COVER OF VISIBLE UTILITY DISCONNECT - "PHOTOVOLTAIC SYSTEM DISCONNECT"
(B) ON FRONT COVER OF MAIN SERVICE PANEL "WARNING: THIS PANEL ALSO FED BY SOLAR ELECTRIC SOURCE."
(C) ON BILLING METER AND PV PROD METER - "PHOTOVOLTAIC SYSTEM CONNECTED"

(2) SIGNAGE OTHER THAN THAT GIVEN IN (1) ABOVE MAY BE REQUIRED

(3) PV MODULES, STRING CONNECTORS, GFI, DC DISCONNECT, IN METER, AC DISCONNECT, AND UTILITY DISCONNECT ARE UL-LISTED.

(4) ALL GROUND SYSTEMS ARE BONDED TOGETHER.

(5) INTERCONNECTION WILL BE PER LOCAL UTILITY REQUIREMENTS (TRIPLE-POLE CB OR LINE SIDE TAP).

(6) SYSTEM CANNOT BE TESTED ON LINE UNTIL APPROVED BY UTILITY.

(7) THE PHOTOVOLTAIC SYSTEM WILL BE INSTALLED IN COMPLIANCE WITH ARTICLE 690 OF THE 2017 NEC.

(8) ALL WIRES MUST BE COPPER AND SIZED FOR A MAXIMUM 2.0% VOLTAGE DROP.

ARRAY SPECIFICATIONS

3400 kW
685 HANVHA 400V MODULES
3 STRINGS OF 11 MODULES
4 STRINGS OF 13 MODULES

MODULE SPECIFICATIONS

MANUFACTURER: HANVHA
MODEL: G-PEAK DUB L-65.3 400
VDC: 4900 V
VMP: 41.04 V
ISC: 10.24 A
IMP: 9.75 A
 $\alpha_{VDC} = 0.27\%/^{\circ}\text{C}$

MODULE TO SOLAR EDGE

MANUFACTURER WIRE
VOLTAGE: 56.25V X 1 = 56.25 V
AMPS: 102.44X1.25 = 12.80 A

SOLAR EDGE TO JUNCTION BOX (STRING OF 11)

#10 AWG PV WIRE, #10GG
VOLTAGE: 400 V (POWER LIMITED)
AMPS: 15.0A X 1.25 = 18.75 A
CONDUCTOR: 40A X 0.8 X 0.84 = 26.88A
26.88 A > 18.75 A PER 690.8(X)2(X)6

SOLAR EDGE TO JUNCTION BOX (STRING OF 13)

#10 AWG PV WIRE, #10GG
VOLTAGE: 400 V (POWER LIMITED)
AMPS: 15.0A X 1.25 = 18.75 A
CONDUCTOR: 40A X 0.8 X 0.84 = 26.88A
26.88 A > 18.75 A PER 690.8(X)2(X)6

JUNCTION BOX TO INVERTER (STRING OF 11)

#10 AWG THWN-2, #10GG
VOLTAGE: 400 V (POWER LIMITED)
AMPS: 15.0A X 1.25 = 18.75 A
CONDUCTOR: 40A X 0.8 X 0.84 = 26.88 A
26.88 A > 18.75 A PER 690.8(X)2(X)6

JUNCTION BOX TO INVERTER (STRING OF 13)

#10 AWG THWN-2, #10GG
VOLTAGE: 400 V (POWER LIMITED)
AMPS: 15.0A X 1.25 = 18.75 A
CONDUCTOR: 40A X 0.8 X 0.84 = 26.88 A
26.88 A > 18.75 A PER 690.8(X)2(X)6

INVERTER SPECIFICATIONS

MANUFACTURER: SOLAREDGE
MODEL: SE9KUS
INVERTER OUTPUT: 9.0kW
INVERTER VOLTAGE: 208 V
INVERTER CURRENT: 25.0 A
CONT. CURRENT: 31.25 A
MODEL: SE14.4KUS
INVERTER OUTPUT: 14.4kW
INVERTER VOLTAGE: 208 V
INVERTER CURRENT: 40.0 A
CONT. CURRENT: 50.0 A

INVERTER TO AC COMBINER

#8 AWG THWN-2, #10GG
VOLTAGE: 208 V
AMPS: 25.0A X 1.25 = 31.25 A
BREAKER: 35A

INVERTER TO AC COMBINER

#8 AWG THWN-2, #10GG
VOLTAGE: 208 V
AMPS: 40.0A X 1.25 = 50.0 A
BREAKER: 50A

AC COMBINER TO AC DISCONNECT

#1 AWG THWN-2, #6GG
VOLTAGE: 208 V
AMPS: (25.0A + 25.0A + 40.0A) X 1.25 = 112.50 A
BREAKER: 125A

AC DISCONNECT TO MAIN PANEL

#1 AWG THWN-2, #6GG
VOLTAGE: 208 V
AMPS: (25.0A + 25.0A + 40.0A) X 1.25 = 112.50 A
BREAKER: 125A

LOAD SIDE INTERCONNECTION

MAIN BUS: 800 A
ALLOWABLE: 800A A X 120% = 960A
800 A MAIN + 125 A PV = 925 A
960 A > 925 A
SYSTEM MEETS NEC 690.64 & 705.12(C)

TEMPERATURE FOR (54506) PER ASHRAE1

LOWEST: -30°C -22°F
HIGHEST: 29°C 84°F

TEMPERATURE CALCULATIONS

$56.35 \text{ V} = 49.0 \text{ V} \times (1 + (-30 - 25) \times (-0.27\%/^{\circ}\text{C}))$
 $84^{\circ}\text{F} + 40^{\circ}\text{F} = 124^{\circ}\text{F}$
0.84 CORRECTION FACTOR FOR 90°C
0.76 CORRECTION FACTOR FOR 75°C
(TABLE 310.15(B))

451 HWY 63
84971
C/15550-7598
www.NextEnergySolutions.com



DATE	BY	REVISIONS
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PROJECT ADDRESS
CITY OF ASHLAND
POLICE STATION
414 11TH AVE. WEST
ASHLAND, WI 54806

JOB NO.

DATE
6/15/20

SHEET NO.

3.0

3.1 414 11TH AVE. WEST, PLACARDS
SCALE: NTS

ON JUNCTION NO 1

WARNING: PHOTOVOLTAIC POWER SOURCE
 MAXIMUM POWER-POINT CURRENT: 9.8 ADC
 MAXIMUM POWER-POINT VOLTAGE: 400.0 VDC
 MAXIMUM SYSTEM VOLTAGE: 500.0 VDC
 MAXIMUM CURRENT: 18.8 ADC

ON INVERTER:

ON INVERTER
WARNING ELECTRICAL SHOCK HAZARD IF A GROUND
FAULT IS INDICATED. NORMALLY GROUNDED CONDUCTORS
MAY BE UNGROUNDED AND ENERGIZED. EQUIPPED WITH
RAPID SHUTDOWN.

③ ON AC DISCONNECTS:

PHOTOVOLTAGE AC DISCONNECT
NOMINAL AC VOLTAGE: 208 V AC
RATED AC CURRENT: 90.0 A AC

WARNING:
ELECTRICAL SHOCK HAZARD DO NOT TOUCH TERMINALS.
TERMINALS ON BOTH LINE AND LOAD SIDE MAY BE
ENERGIZED

④ ON PV PROD METER:
PV PROD

5 ON MAIN SERVICE PANEL AND UTILITY METER;
PHOTOVOLTAIC SYSTEM CONNECTED

IN SERVICE DISCONNECT:

ON SERVICE DISCONNECT:
SOLAR PV SYSTEM IS EQUIPPED WITH RAPID SHUTDOWN.
TURN RAPID SHUTDOWN SWITCH TO THE "OFF" POSITION
SHUTDOWN PV SYSTEM AND REDUCE SHOCK HAZARD IN
ARRAY.

EQUIPMENT SCHEDULE

① MODULES

② INVERTERS

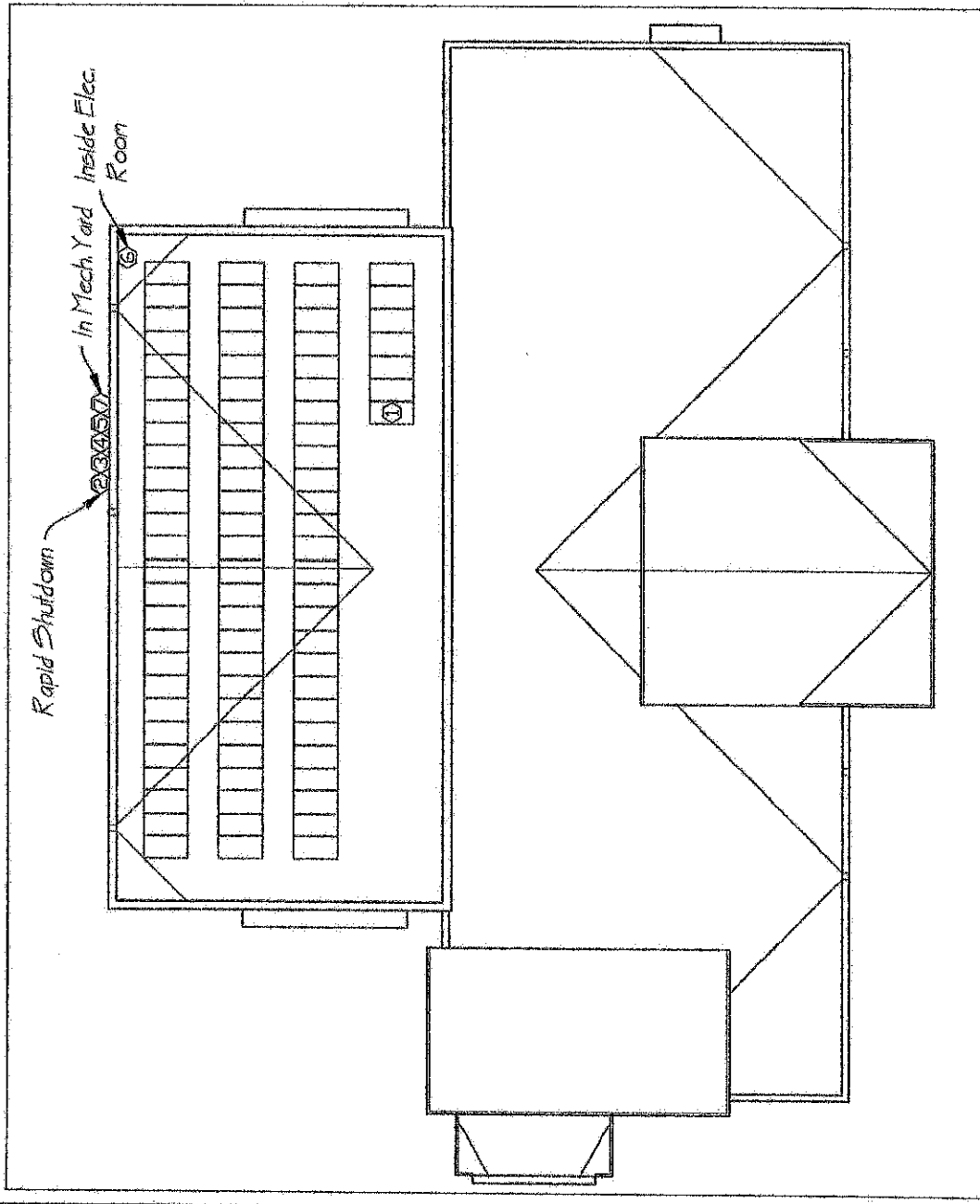
③ AC COMBINER

④ PV DISCONNECT

⑤ PV PROD METER

⑥ MAIN PANEL

⑦ UTILITY METER

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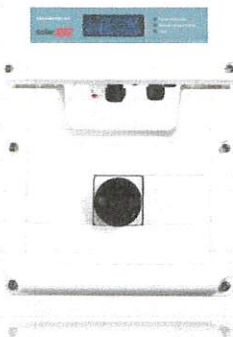
Three Phase Inverters

For the 277/480V Grid for North America

SE10KUS / SE20KUS / SE30KUS / SE33.3KUS

INVERTERS

12-20
YEAR
WARRANTY



The best choice for SolarEdge enabled systems

- Specifically designed to work with power optimizers
- Superior efficiency (98.5%)
- Integrated arc fault protection and rapid shutdown for NEC 2014 and 2017, per article 690.11 and 690.12
- UL1741 SA certified, for CPUC Rule 21 grid compliance
- Built-in module-level monitoring
- Internet connection through Ethernet or Wireless
- Small, lightweight, and easy to install outdoors or indoors on provided bracket
- Fixed voltage inverter for longer strings
- Integrated Safety Switch
- Supplied with RS485 Surge Protection Device, to better withstand lightning events

solaredge.com

solaredge

Power Optimizer Zep Compatible™ Module Add-On For North America P320-ZEP, P400-ZEP



Compatible with Zep Groove framed modules

- Specifically designed to work with SolarEdge inverters
- Certified Zep Compatible™ bracket
- Attaches to module frame without screws - reduces on-roof labor and mounting costs
- Power optimizer equipment grounded through the bracket
- Up to 25% more energy
- Superior efficiency (99.5%)
- Mitigates all types of module mismatch losses, from manufacturing tolerance to partial shading
- Flexible system design for maximum space utilization
- Next generation maintenance with module-level monitoring
- Compliant with arc fault protection and rapid shutdown NEC requirements (when installed as part of the SolarEdge system)
- Module-level voltage shutdown for installer and firefighter safety

/ Power Optimizer - Zep Compatible™

Module Add-On For North America

P320-ZEP, P400-ZEP

Optimizer model (typical module compatibility)	P320-ZEP (for 60-cell modules)	P400-ZEP (for 72 & 96-cell modules)	
INPUT			
Rated Input DC power ¹⁾	320	400	W
Absolute Maximum input Voltage (Voc at lowest temperature)	48	80	Vdc
MPPT Operating Range	8 - 48	8 - 80	Vdc
Maximum Short Circuit Current (Isc)	11	10.1	Adc
Maximum DC Input Current	13.75	12.63	Adc
Maximum Efficiency	99.5		%
Weighted Efficiency	98.8		%
Overvoltage Category	II		
OUTPUT DURING OPERATION (POWER OPTIMIZER CONNECTED TO OPERATING INVERTER)			
Maximum Output Current	15		Adc
Maximum Output Voltage	60		Vdc
OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM INVERTER OR INVERTER OFF)			
Safety Output Voltage per Power Optimizer	1 ± 0.1		Vdc
STANDARD COMPLIANCE			
EMC	FCC Part15 Class B, IEC61000-6-2, IEC61000-6-3		
Safety	IEC62109-1 (class II safety), UL1741		
RoHS	Yes		
INSTALLATION SPECIFICATIONS			
Maximum Allowed System Voltage	1000		Vdc
Input Connector	MC4 ²⁾		
Output Connector	Double Insulated; MC4		
Output Wire Length	0.95 / 3.0	1.2 / 3.9	m / ft
Operating Temperature Range	-40 - +85 / -40 - +185		°C / °F
Protection Rating	IP68 / NEMA 6P		
Relative Humidity	0 - 100		%

* These specifications apply to power optimizers with part number Pxxx-5NM4M1x

¹⁾ Rated STC power of the module. Module of up to +5% power tolerance allowed.

²⁾ Other input connector types available upon request; contact SolarEdge for details.

PV System Design Using a Solaredge Inverter ⁽³⁾	Single Phase HD-Wave	Single phase	Three phase 208v	Three phase 480v	
Minimum String Length (Power Optimizers)	8		10	18	
Maximum String Length (Power Optimizers)	25		25	50 ⁴⁾	
Maximum Power per String	5700 (6000 with SE7600I-H-US)	5250	6000	12750	W
Parallel Strings of Different Lengths or Orientations	Yes				

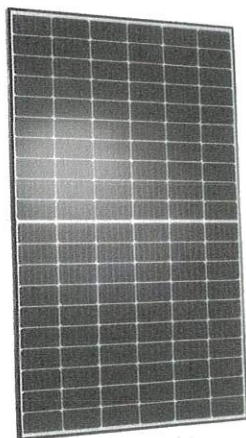
⁽³⁾ For detailed string sizing information refer to: http://www.solaredge.com/sites/default/files/string_sizing_na.pdf.

⁽⁴⁾ A string with more than 30 optimizers does not meet NEC rapid shutdown requirements; safety voltage will be above the 30V requirement

powered by
Q.ANTUM DUO

Q.PEAK DUO-G5 315-335

ENDURING HIGH
PERFORMANCE



Q.ANTUM TECHNOLOGY: LOW LEVELISED COST OF ELECTRICITY

Higher yield per surface area, lower BOS costs, higher power classes, and an efficiency rate of up to 20.2%.



INNOVATIVE ALL-WEATHER TECHNOLOGY

Optimal yields, whatever the weather with excellent low-light and temperature behaviour.



ENDURING HIGH PERFORMANCE

Long-term yield security with Anti LID Technology, Anti PID Technology¹, Hot-Spot Protect and Traceable Quality Tra.Q™.



EXTREME WEATHER RATING

High-tech aluminium alloy frame, certified for high snow (5400 Pa) and wind loads (4000 Pa).



A RELIABLE INVESTMENT

Inclusive 12-year product warranty and 25-year linear performance warranty².



STATE OF THE ART MODULE TECHNOLOGY

Q.ANTUM DUO combines cutting edge cell separation and innovative wiring with Q.ANTUM Technology.

¹ APT test conditions according to IEC/TS 62804-1:2015, method B (-1500 V, 168h)
² See data sheet on rear for further information.

THE IDEAL SOLUTION FOR:



Rooftop arrays on
residential buildings



Rooftop arrays on
commercial / industrial
buildings



Ground-mounted
solar power plants

Engineered in Germany

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Manufacturer

- 300 Nexus Drive, Dalton, GA 30721, USA
- +1 706 671 3077

Hanwha Q CELLS America Inc.

Sales Office

- Hanwha Q CELLS America 400 Spectrum Center Drive, Suite 1400 Irvine, CA 92618
USA
- +1 (0)949 748 5996

Hanwha Q CELLS USA Corp.

Sales Office

- Hanwha Q CELLS USA Corp. 300 Spectrum Center Drive, Suite 1250 Irvine, CA 92618
USA
- +1 (0)949 748 5996

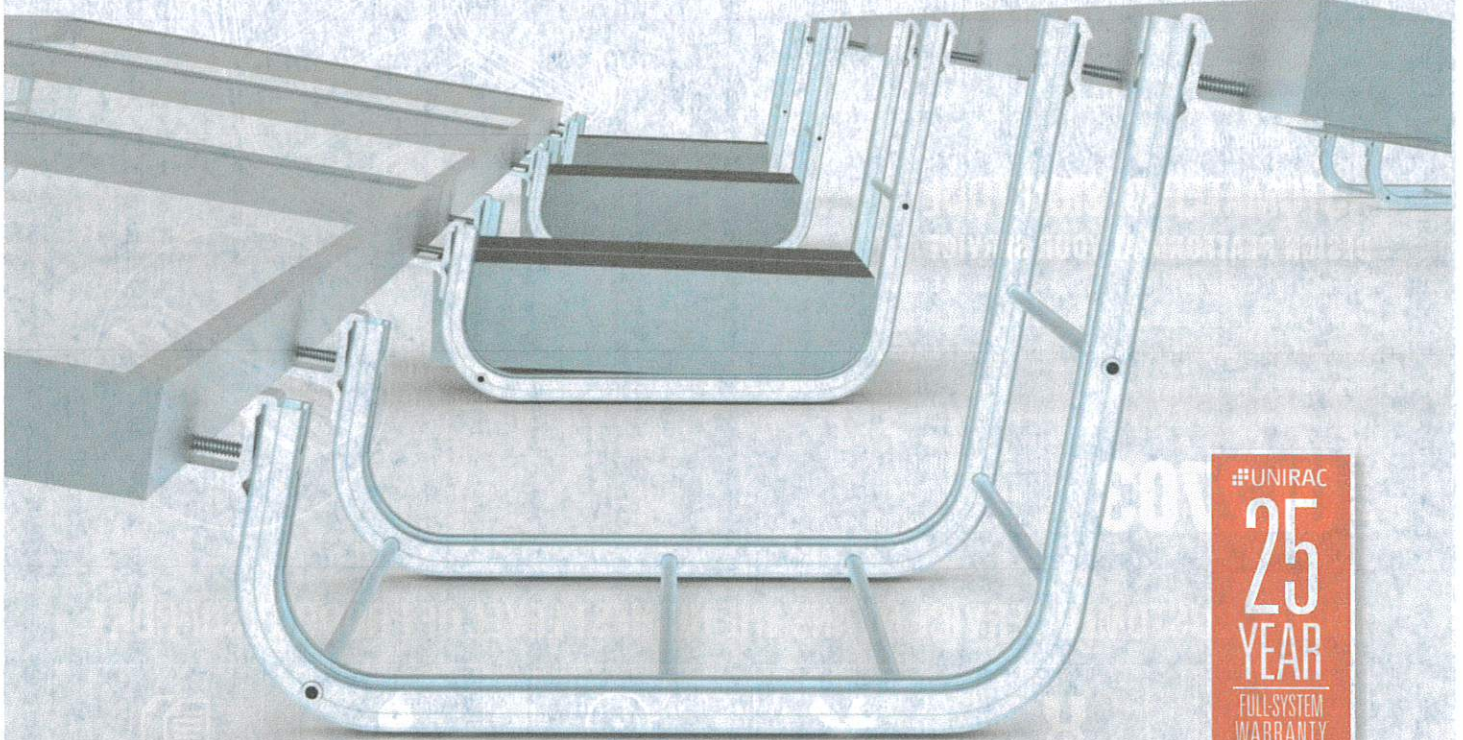
ROOFMOUNT | RM10

SOUTH FACING 10 DEGREE TILT



BETTER SOLAR STARTS HERE

RM10 introduced the Power of Speed & Simplicity to the ballasted flat roof solar industry. The system consists of only two major components, minimizing installation time. Quickly design around roof obstacles and bond the system with just the turn of a wrench. Optional roof attachments, roof pads, and MLPE mount provide a complete solution. UNIRAC's unmatched commercial project support makes construction easy, from permitting through installation, and **RM10** is supported by North America's largest distribution network. Plus, enjoy peace of mind with UNIRAC's industry-leading 25-year warranty.



FEWER PARTS • FASTER INSTALLATION

FOR QUESTIONS OR CUSTOMER SERVICE VISIT UNIRAC.COM OR CALL (505) 248-2702

LAB01091-002 06/03/2019

ASHLAND & BAYFIELD (East of County Trunk A exclusive of the
Iron River National Fish Hatchery and Great Lakes Transmission
Co., Station 6) COUNTIES

	Rates	Fringes
Laborer, General.....	\$ 25.06	17.46
Laborer: Asbestos/hazardous material remover (Preparation, Removal, Encapsulation of Hazardous materials from Non-mechanical Systems).....	\$ 27.97	17.46

PAYROLL

(For Contractor's Optional Use: See instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐		ADDRESS		Rev. Dec. 2008
PAYROLL NO.		PROJECT AND LOCATION		OMB No.: 1235-0008 Expires: 04/30/2021
FOR WEEK ENDING		PROJECT OR CONTRACT NO.		

[illegible]

While completion of Form WH-307 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to this information collection contained in 28 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "turnin weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and Federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and that each laborer

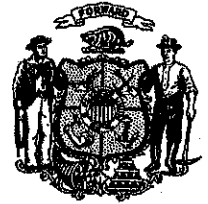
Public Evidentiary Statement

We estimate that it will take an average of 53 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administration, Wage and Hour Division, U.S. Department of Labor, Room S5302, 200 Constitution Avenue, N.W., Washington, D.C. 20210

101

DEPARTMENT OF FINANCIAL INSTITUTIONS

Division of Corporate & Consumer Services



To All to Whom These Presents Shall Come, Greeting:

I, Patti Epstein, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

NEXT ENERGY SOLUTION INC.

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is April 16, 2014.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on June 22, 2020.

Patti Epstein

PATTI EPSTEIN, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

DFI/Corp/33

To validate the authenticity of this certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  STATE FARM TIM REEDY 718 N RIVER ST SPOONER WI 54801		CONTACT NAME: MIKE JENSEN PHONE (A/C No. Ext): (715) 635-9510 FAX (A/C No.): (715) 635-6711 E-MAIL ADDRESS: MIKE@TIMREEDY.NET
INSURED NEXT ENERGY SOLUTIONS INC 461 HIGHWAY 63 SHELL LAKE WI 54871		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 25143

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		99-CC-T429-1	06/22/2020	06/22/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000	
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

INSTALLATION OF SOLAR PANELS

ADDITIONAL LOCATIONS: 231 WALNUT ST, SPOONER, WI 54801
N532 US HIGHWAY 53, SARONA, WI 54870**CERTIFICATE HOLDER****CANCELLATION**

CITY OF ASHLAND POLICE STATION 400 11TH AVE ASHLAND WI 54806	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.
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ACORD 25 (2016/03)

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1001486 132640.13 04-22-2020

Bid Bond



AIA Document A310™ - 2010

CONTRACTOR:

(Name, legal status and address)

NEXT ENERGY SOLUTION, INC
461 Highway 63
Shell Lake, WI 54871

Bid Bond No. GR20720

SURETY:

(Name, legal status and principal
place of business)

Granite Re, Inc.
14001 Quailbrook Dr
Oklahoma City, OK 73134

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Ashland
414 11th West St
Ashland, WI 54806

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)
City of Ashland New Police Station Solar Energy Installation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of August, 2020

On 8/31/20 Foley Quinn appeared before me with current Picture I.D. and signed below.

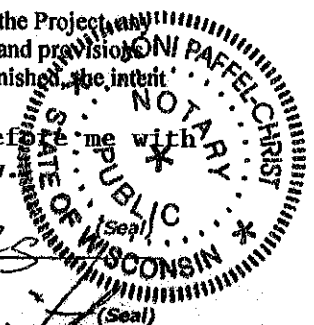
(Witness)

(Witness) Mollie J. Hansen

NEXT ENERGY SOLUTION, INC
(Principal)

(Title)
Granite Re, Inc.
(Surety)

(Title) Connie Smith, Attorney-in-Fact



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Notary:

EXP: 3/29/23

For signature above Foley Quinn

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

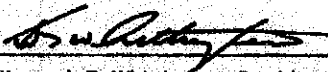
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

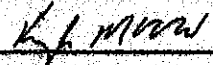
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





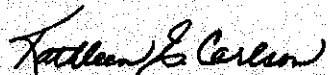
Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257





Kathleen E. Carlson
Notary Public

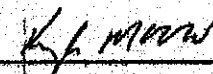
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
11 day of July, 2020





Kyle P. McDonald, Secretary/Treasurer

SUBJECT: Approve to Create Chapter 5 Municipal Board of Absentee Canvassers, Ashland City Ordinances, for Absentee Ballot Processing (*Clerk*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: City Attorney

EXHIBITS:

1. Proposed Ordinance
2. Procedures for Canvassing of Absentee Ballots by the Municipal Board of Absentee Ballot Canvassers in the City of Ashland

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The purpose of adding this chapter to the Ashland City Ordinances is to enable the Clerk's office to create a Municipal Board of Absentee Canvassers and essentially creating a "central count" to process absentee ballots for the upcoming General Election in November.

To date, the Clerk's office has already received nearly 1500 requests for absentee ballots for the November General Election. There are just over 4500 registered voters in the City of Ashland. The count of absentee ballots versus in-person voters for the past three elections (April, May and August) have equalled more than 75% of the total votes.

The Wisconsin Elections Commission will be initiating a mailed absentee ballot drive by sending absentee ballot request information via postcard to all of the registered voters in the State, encouraging them to request their mailed absentee ballot early for the November Election. The Clerk's office has also generated public information to recognize the importance of requesting a mailed absentee ballot early, as well as developing more ballot return options beyond the US Postal Service such as a new secured drop box at City Hall.

In-person absentee voting will begin on October 20, 2020 at City Hall, allowing only a two-week window per recent legislature for those who wish to vote in-person prior to November 3, 2020. We will be advertising extended hours during those two weeks, including designated hours on Saturday, October 24, 2020. We are

also anticipating a surge in new voters via Northland College as classes will be in session during that time. The Clerk's office has been in touch with student advisors at the college to inform and educate students how to properly register prior to voting.

It is anticipated that through these avenues, the number of absentee ballots will likely near the same percentage of total ballots cast as in recent elections. In order to lessen distractions and potential heavy traffic during a very busy and long process for poll workers, as well as lessen the chance of potential COVID-19 exposure, the Clerk's office is asking to implement a Municipal Board of Absentee Canvassers for the November General Election. This Board will be composed of two qualified electors of the City of Ashland plus the City Clerk or other qualified personnel appointed by the Clerk, for a two year term. The Board will oversee the processing of returned absentee ballots by a group of election inspectors or poll workers on Election Day, pursuant to the provisions of WI State Statutes 7.52 and 7.53. Under this Chapter, all absentee ballots will be processed at City Hall and all activities will be treated as an open, public meeting and accessible to any potential election observer throughout the process until completed.

Members of the Municipal Board of Absentee Canvass will be appointed at the September 29, 2020 meeting by the Mayor and to be approved by Council. As the term of a Board member begins on odd-numbered years, these terms will expire on January 1, 2021, and be appointed or re-appointed every two years.

Sequential Ordinance No. 2020-1937

Chapter No. 5

ORDINANCE TO CREATE CHAPTER 5 MUNICIPAL BOARD OF ABSENTEE CANVASSERS, ASHLAND CITY ORDINANCES

An ordinance adopted by the Common Council for the City of Ashland at its regular meeting of September 8, 2020, for the purpose of creating a Municipal Board of Absentee Canvassers for Absentee Ballot Processing.

Section I:

Chapter 5 Municipal Board of Absentee Canvassers, will be created as follows:

CHAPTER 5: Municipal Board of Absentee Canvassers.

5.01 Purpose

5.02 Membership and Organization

5.03 Meetings and Public Notice

5.04 Quorum

5.06 Reports and Record Keeping

5.07 Miscellaneous Provisions

5.01. Purpose. The City Council, in lieu of canvassing absentee ballots at polling places, hereby provides for the canvassing of absentee ballots by the Board of Absentee Ballot Canvassers, which shall canvass all absentee ballots at elections held in the City, designated by the City Clerk and approved by the City Council, pursuant to procedures established by the state governing elections.

5.02. Membership and Organization. The Board of Absentee Canvassers shall be composed of the City Clerk or a qualified elector of the City designated by the City Clerk, and two other qualified electors of the City appointed by the City Clerk, for a term of two years commencing on January 1 of each odd-numbered year. The initial terms of appointment shall expire on January 1, 2021, unless reappointed. All appointments shall comply with Wis. Stats. 7.52 and 7.53.

- a) The Board of Absentee Ballot Canvassers shall operate pursuant to the provisions of Wis. Stats. 7.52 and 7.53, as applicable.
- b) Pursuant to Wis. Stats. 7.52(1)(b), the City Clerk may appoint additional inspectors to assist the Absentee Ballot Board of Canvassers in canvassing absentee ballots under this section.

5.03. Meetings and Public Notice. The City Clerk, no later than the closing hour of the polls, shall post at the City Clerk's office and on the City of Ashland website, and shall make available to any person upon request, a statement of the number of absentee ballots that the City Clerk has mailed or transmitted to electors and that have been returned by the closing hour on Election Day.

5.04. Quorum. A quorum shall be the full Board.

5.05. Reports and Record Keeping. All Board minutes and records shall be approved by Ashland City Council and filed with the City Clerk.

5.06. Miscellaneous Provisions. If any section, clause, provision or portion of this ordinance is judged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall remain in force and not be affected by such judgement. All resolutions, ordinances, orders or parts thereof in conflict in whole or in part with any of the provisions of this ordinances are, to the extent of such conflict, hereby repealed.

SECTION II:

This ordinance shall take effect after its passage and publication, as provided by law.

PASSED: September 8, 2020
PUBLISHED: September 15, 2020

Councilperson

ATTEST:

Denise A. Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

PROCEDURES FOR CANVASSING OF ABSENTEE BALLOTS BY THE MUNICIPAL BOARD OF ABSENTEE BALLOT CANVASSERS IN THE CITY OF ASHLAND

CITY CLERK'S DUTIES:

1. Shall give at least 48 hours-notice of the meeting of the Board of Absentee Ballot Canvassers under s. 7.52, Wis. Stats. Notice shall be posted at City Hall, Vaughn Public Library, and the Ashland County Courthouse and include where absentee ballot canvassing is to take place. Additionally, the notice will be provided to any media that has requested City of Ashland meeting notices in accordance with Wisconsin Statute 19.84(1)(b) and City policy.

2. Will appoint the Board of Absentee Ballot Canvassers in accordance with Wisconsin Statute 7.53(m)(b). The Clerk will assign additional poll workers to work under the supervision of the Absentee Board of Canvass in accordance with Wisconsin Statute 7.52(1)(b).

3. Will ensure that all members of the Board of Absentee Canvassers take an Oath of Office prior to performing their duties.

4. Sends to each polling place a log of all absentee ballots for that polling place.

5. Brings absentee ballots to the location of the Board of Absentee Ballot Canvassers.

6. Places on City of Ashland website and posts at City Hall the number of absentee ballots issued and the number returned prior to 8:00 p.m. on Election Day.

7. Issues supplies (Appendix I) to the Absentee Board of Canvass necessary to complete the canvass of absentee ballots.

BOARD OF ABSENTEE BALLOT CANVASSERS' DUTIES:

1. Convene the Board of Absentee Ballot Canvassers between 7 a.m. and 10 p.m. on Election Day to canvass absentee ballots in accordance with Wisconsin Statute 7.52(1)(a).

2. Canvass all absentee ballots received before 8 p.m. in accordance with Wisconsin State Statutes as explained in the Election Day Manual (Appendix II).

3. Complete a log of all activity that occurred during the Board of Absentee Ballot Canvassers Meeting.

APPENDIX I - SUPPLIES

The following supplies will be provided for each election to the Board of Absentee Ballot Canvassers:

- 2 duplicate copies of the complete poll list for the entire City or 2 duplicate copies of the absentee log printed from the WisVote System and supplemental poll list
- Sufficient large ballot envelopes/bags/containers prepared with Chain of Custody and Certificate signed by the Board
- Sufficient Inspectors' Statements (EL-104) (a single Inspectors' Statement must be maintained for each ward) and Incident logs to be attached to the respective ward's Inspector Statement
- Sufficient large envelopes for Used Certificate Envelopes (EL-103)
- Sufficient large envelopes for Rejected Absentee Ballot Envelopes (EL-102)
- Sufficient large envelopes for Remade ballots
- Sufficient write-in tally forms (a single tally sheet must be maintained for each ward)
- Election Day Manual for reference
- Sufficient Badger Book units and M100 tabulator necessary for processing
- Ballots for remaking voted ballots if necessary
- Ballot marking pens
- Challenge documentation for reference

COMPLETING AND DELIVERING OF FORMS

The City of Ashland utilizes Badger Books e-poll books and M100 optical scan tabulating voting systems. The Badger Book results will be compared to the printout of the M100 to consider reconciling at the end of the Election Day. However, write-in votes must be recorded on the Tally Sheet (EL-105) and signed by the Board of Absentee Ballot Canvassers. The ballots and materials shall be delivered to the City Clerk, and in turn delivered to the county Clerk with all other materials and ballots, and after completing, recording and securing the required forms. As at the polls, all ballots must be secured in a ballot bag with the signatures of the Municipal Board of Absentee Ballot Canvassers.

APPENDIX II - PROCEDURES FOR PROCESSING BALLOTS (TAKEN FROM THE ELECTION DAY MANUAL)

1. Open container of absentee ballots. Ballots will be pre-sorted by ward and alphabetically.
2. Remove each Absentee Certificate Envelope (EL-122) and announce the elector's name.
3. Carefully review the certificate envelope to determine that:
 - a. Envelope is not open.
 - b. Envelope has not been opened and then resealed.
 - c. Signature of the elector appears on the certificate.
 - d. Address of the voter is on the certificate and the address is within the municipality.
 - e. Certificate contains the signature and address of one witness who is an adult US Citizen.
4. If the certificate envelope is found to be *insufficient*:
 - a. Do not open the envelope. Put the ballot to the side until 8 pm. Do not issue the elector a voter number.
 - b. At 8 pm, if the voter has not corrected the deficiency, mark the envelope "Rejected ballot" and write the reason for the rejection on the envelope.
 - c. List the elector's name, identifying number of the rejected ballot and the reason(s) for rejection on the Inspectors' Statement (EL-104). Use one Inspectors' Statement (EL-104) for each Ward.
 - e. Place the unopened certificate envelope in the Certificate of Rejected Absentee Ballots (EL-102) brown carrier envelope.
5. If the certificate is found to be *sufficient*, the Board of Absentee Ballot Canvassers shall process in the Badger Book and then mark the voter number on the certificate envelope as given by the Badger Book.
 - a. If the elector's name does not appear as absentee in the Badger Book, the Board of Absentee Ballot Canvassers shall write the name and voter number on the supplemental poll list.
6. Upon accepting each absentee ballot, carefully remove the ballot from the certificate envelope, examine the ballots to ensure that:
 - a. Only one ballot is enclosed.
 - b. That the ballots contain the initials of the issuing Clerk.

7. Place the ballots in the tabulating device.

8. If ballots are rejected by the tabulator, poll workers should attempt to determine voter intent and remake the ballot if necessary using the procedure for remaking ballots.

a. Duplicated ballots should be initialed by two members of the Absentee Board of Canvassers. Remade ballots must be documented on the “Original Ballots that were Duplicated Envelope” and the “Inspectors Statement” for that ward.

b. If voter intent cannot be determined, ballot should be tabulated using the override key. The tabulator will increment voter number by one and any vote that can be counted will be counted.

9. Place the used certificate envelope in the Used Certificate Envelopes of Absentee Electors (EL-103) white carrier envelope. Rejected absentee ballots may be placed in the respective ward’s Rejected Absentee Ballot (EL-102) envelope or container.

10. All absentee ballots must be taken to the polling location prior to 8:00 p.m. to be placed in the tabulator. At 8:00 p.m. the polls are officially closed and no additional absentee ballots shall be accepted. Totals are printed and write-ins counted on the Tally Sheet. The totals of the absentee ballots will be transmitted to the County Clerk.

SUBJECT: Approve to Waive Bid Requirements as Outlined in Chapter 194.03, Ashland City Ordinances, and Approve to Purchase New Election Tabulation Machines from ES&S (Clerk) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Administrator, Finance Director

EXHIBITS:

1. Purchase Proposal Quote submitted by Election Systems & Software
2. DS200 Precinct Scanner and Tabulator Product Description

EXPENDITURES REQUIRED: \$13,520.56

AMOUNT BUDGETED: \$0

APPROPRIATION REQUIRED: \$13,520.56 CARES Roads to Recovery Reimbursement Program

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on September 4, 2020 that ES&S Elections Systems and Software is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

For the past three election years, the Clerk's office has been planning for replacement of the aging tabulation machines through the Capital Budget. In 2020 alone, the strain put on these machines has caused numerous service calls through the manufacturer, ES&S Election Systems and Software, only to be told that the machines are at the end of their lifespan and unable to be further serviced. The Clerk's office would like to request Council's approval to utilize funds made available through State and Federal funding due to the COVID-19 Pandemic, and replace two of the four unreliable M100 tabulator machines.

The COVID-19 pandemic has caused a significant increase in requested mailed absentee ballots since the Spring Election in April 2020. All mailed and in-person absentee ballots are folded and sealed into a certificate envelope until opening on Election Day. The creases resulting in the folding, mailing and handling of these ballots caused the current M100 tabulation machines to reject and sometimes misread the ballots, causing unreliable end of the night reconciling and results. ES&S serviced the machines used on multiple occasions after the April Spring Election, as well as after the May Special Election. As these machines are nearing 15 years old, the Clerk's office was told that further servicing is likely although not guaranteed to correct scanning issues since parts are unavailable for replacement.

As the November General Election is fast approaching, the security and reliability of the tabulation machines is a top priority, especially as the media has brought forward speculation regarding absentee ballots. The Clerk's office is striving to maintain full disclosure, security, and reassurance to all voters who cast an absentee ballot, thus requesting to replace two of the four untrusting and aging current machines with new technology and security features. These machines would be used solely for the Central Count of processing absentee ballots on November 3, 2020 at City Hall. The current polling locations for in-person voting on Election Day will be utilizing the current M100 machines as those ballots are not being folded and handled to the point of disrupting the scanning process.

The costs for the new DS200 Tabulation machines will be submitted through the Cares Routes to Recovery Reimbursement Program. Replacement of the remaining two M100 tabulation will be budgeted for purchase in 2021.



Maintaining voter confidence. Enhancing the voter experience.

City of Ashland
Purchase Proposal Quote
Submitted by Election Systems & Software

Purchase Solution Includes:

Quantity	Item Description	Price
Tabulation Hardware		
Model DS200 Precinct Scanner:		
2	Model DS200 (Includes Scanner, Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll and One (1) Standard 4GB Memory Device)	\$11,500.00
2	Standard 4GB Memory Device (Additional)	\$210.00
Election Services		
1	Implementation Services (Does not include Coding, Voice Files or Ballots)	\$1,700.00
X	Equipment Operations Training	
X	1 Year Hardware and Software Warranty	Included
Shipping & Other		
X	Shipping and Handling	\$245.00
	Trade-In Allowance. Equipment Being Traded-In by Customer Includes:	(\$589.44)
	2-Model 100 Scanner	
	2-Model 100 Ballot Box	
Total Purchase Solution		\$13,065.56
Annual Post-Warranty License and Maintenance and Support Fees (Fees are Based Upon a 1-Year Customer Commitment to Subscribe to the Following Services)		
Annual Post-Warranty Hardware Maintenance and Support Fees:		
2	HMA DS200 - Extended Warranty with Biennial Maintenance	\$295.00
Annual Post-Warranty Firmware License and Maintenance and Support Fees:		
2	Firmware License - DS200	\$160.00
Total Annual Post-Warranty License and Maintenance and Support Fees		\$455.00

Footnotes:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 60 days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
5. ES&S will coordinate the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.



DS200[®]

Precinct Scanner and Tabulator



Protective Cover

Cover has heavy-duty rubber seal to shelter DS200 from elements during transport.

Easy to Set Up

Lid-up, power-on approach allows poll workers to easily open polls.

Touch Screen and Display

Provides voters with instructions and immediate feedback. Tension bearings hold screen in place for custom positioning.

Ballot/Card Slot

Voters cast both ballots and vote summary cards here; accommodates up to 19-inch ballots.

Auxiliary Ballot Compartment

Main Ballot Compartment

Easy, hassle-free storage of up to 2,500 ballots.

11

The number of 14-inch flat ballots processed per minute

DS200 Key Features

The DS200 is a precinct-based scanner and vote tabulator equipped with the latest in ES&S' patented technology. Fully certified and compliant with EAC guidelines, the DS200 enhances the voting experience for voters and election officials alike. Our patented IMR® and PTRAC® technology ensures even the most poorly marked ballots are read accurately and consistently — protecting voter intent. All of this is designed to make everyone's job easier.

ACCURATE



The DS200 combines the ES&S-patented Intelligent Mark Recognition (IMR®) and patented Positive Target Recognition & Alignment Compensation (PTRAC®) systems to accurately track and pinpoint target locations. This technology accommodates ballots inserted at angles or with erroneous marks to uphold voter intent. This precision improves the reliability of elections.

SECURE



Like all ES&S tabulation equipment, the DS200 includes physical security features such as locking panels and security seals to secure sensitive components and election files, and a key-locked case for transport and shipping. The DS200 operating system controls, limits and detects unauthorized access to all critical data. The system also includes safeguards, such as data encryption and digital signatures, that help protect sensitive data and verify authenticity, including certification of all firmware.

RELIABLE



Having both battery backup and thermal paper means you never have to worry about power outages or printer ink. The DS200 includes redundant data storage.

COMPATIBLE



Works in conjunction with:

- ExpressVote® Universal Voting System
- DS450® High-Throughput Scanner & Tabulator
- DS850® High-Speed Scanner & Tabulator
- Electionware® Election Management Software
- AutoMARK® Ballot Marking Device
- Election Reporting Manager®

SUBJECT: Approve the Reduced Rate for Registered 501(c)3 Organizations for Vaughn Library
Building Third Floor Office Spaces (*Administration, Library Director*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: City Administrator, Library Director

EXHIBITS: 1. Lease Agreement

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

LEASE AGREEMENT

This Lease is entered by and between the City of Ashland, a Wisconsin municipal corporation, 601 Main Street West, Ashland, WI 54806 (the "City") and:

Tenant Name _____

DBA (if applies) _____

Tenant Address _____

Phone # _____ Alternate # _____

Email Address _____

1. Premises Leased.

The City leases to the Tenant Unit # _____, located within the Vaughn Building, at 502 Main Street West, Ashland, Wisconsin, 54806.

2. Term of the Lease.

The initial term of this lease shall be from _____ to _____. This lease shall *automatically renew* for subsequent _____ month periods on the same terms as contained herein, unless either party gives to the other a notice to non-renew or a notice to renew on different terms no less than **60 days** before the expiration of the term.

3. Rent.

The Tenant shall pay rent to the City based on an annual square foot rate of \$ 8.00 for _____ square feet, a total rental amount for the initial term of this lease of \$ _____.

This amount shall be paid in monthly installments of \$ _____ payable in advance of the first business day of each month, starting with the first day of _____.

The City of Ashland recognizes the need for nonprofit work within the community. In support of services that work to improve the lives of area residents, the COA offers reduced rental space on the third floor of the Vaughn Building to registered 501 (c) 3 organizations. The reduced rate is 50% of the for-profit rate.

4. Late Fee.

Rent received more than five days past the due date shall accrue an additional one time late fee of \$ 35.00 .

5. Security Deposit.

Tenant shall pay to the City no later than the first day of the initial term of this lease, a security deposit equal to one month's rent. Within **30 days** of the end of the Tenant's tenancy, the City shall return the security deposit (without interest) except for amount that it may withhold for any of the following reasons:

- a) Tenant damage, waste, or neglect of the premises;
- b) Unpaid rent;

- c) Tenant damage, waste, or neglect of any other area of the Vaughn Public Library building.

6. Additional Deposit.

If the Tenant or any of the Tenant's guests, invitees, employees, agents, clients, or customers cause damage to the premises or to any other area of the Vaughn Public Library building which necessitates repair or extraordinary cleaning or maintenance during the term of the lease, the City may deduct the costs of such repair or extraordinary cleaning or maintenance from the security deposit, and may require the Tenant, upon 30 days' notice, to restore the deposit to the original amount. This provision does not require the City to pay for such costs by making a deduction from the security deposit and does not restrict the ability of the City to pursue other remedies for reimbursement of such costs.

7. Utilities.

The City shall provide to the Tenant at no extra charge electricity, heat, water, and sewer service, and trash removal. The City shall not be liable for any rent abatement or other compensation for any utility failure beyond its control and not caused by the City's negligence. Telephone and internet service is not provided.

8. Elevator Service.

The City shall provide to the Tenant elevator service during ordinary business hours, except as service may be interrupted for repairs, maintenance, or replacement.

9. Use of Premises.

The Tenant shall use the premises only for lawful purposes, and for that stated above, and for no other purpose.

10. Rules and Regulations.

The Tenant shall comply with the following rules and regulations:

- a) Wherever in these rules and regulations the word "Tenant" is used, it shall be taken to apply to and include the Tenant and the guests, invitees, employees, agents, clients, or customers.
- b) The streets, sidewalks, entrances, halls, passages, elevators, and stairways shall not be obstructed by the Tenant, or used by the Tenant for any other purpose than for ingress and egress.
- c) Restrooms and other water apparatus shall not be used for any other purpose other than those for which they were constructed.
- d) The Tenant shall not do anything in the premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance, or which shall conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy on the building or any part thereof, or which shall in any way conflict with any law, ordinance, rule or regulation affecting the occupancy and use of said premises by any public.
- e) The Tenant shall keep the premises clean. The Tenant is responsible for all cleaning of the premises.
- f) The Tenant shall not:
 - a. Keep any animal or bird on the premises. (isn't a bird an animal??)
 - b. Use the premises as sleeping apartments.
 - c. Allow any sign, advertisement or notice to be fixed to the building, inside or outside, without the City's consent.
 - d. Mark or defile elevators, water-closets, toilet rooms, walls, windows, doors or any part of the building.
 - e. Allow any article to be placed upon window ledges or dropped from windows, skylights, or stairways. Throw dirt or other substances into halls, stairways, elevators or light-wells of building.
 - f. Cover or obstruct any window, skylight, door or transom that transmits or reflects light.
 - g. Operate any machinery within the premises.
 - h. Interfere with the heating apparatus.

- i. Leave premises without closing windows, locking doors and extinguishing all lights.
- j. The City shall not be responsible to Tenant for any non-observance of rules and regulations on the part of other tenants.
- k. The City reserves the right to designate the time when, and method of whereby freight, furniture, safes, goods, merchandise and other articles may be brought into, moved or taken from the building and rooms.

11. Modifications to Premises.

The Tenant shall not make any modifications to the premises without the consent of the City. The Tenant shall not change any doors or locks without the consent of the City, and without providing a working key to the City. No window treatments or carpeting/flooring shall be changed without the consent of the City.

12. Peaceful Enjoyment.

The Tenant shall not cause or permit any interference with the peaceful enjoyment of the Vaughn Library Building by the other tenant of the building, or by the staff and users of the Vaughn Public Library. Activities that are prohibited include but are not limited to those that emit or produce dust, fumes, odors, loud or sustained noise, vibrations, excessive waste, hazardous waste, or electronic interference.

13. Subleases and Assignments.

The Tenant shall not sublease the premises or any part thereof, and shall not assign this lease without the written consent of the City.

14. Untenantability.

Sec 704.07, Wis. Statutes (untenantability) does not apply to this lease.

15. Fire or Other Damage.

If during the term of this lease the premises are so damaged by fire or other casualty not the fault of the tenant, such that the premises are rendered unfit for occupancy and the City does not restore the premises to tenantability within 30 days, either party may terminate this lease upon written notice to the other, and rent shall abate for the period of time and to the extent that the premises are rendered untenable.

16. Insurance.

The Tenant is responsible for insuring personal property and for insuring against business interruption. Proof of coverage for the duration of the lease shall be provided to the City upon occupation, and the City will be provided notice of any changes of coverage. Except for losses caused by the City's negligence, the Tenant shall hold the City harmless for any loss to the Tenant's personal property or business from any cause whatsoever including but not limited to theft, burglary, fire, water, rain, snow, steam, sewage, gas or odors.

17. Indemnification and Hold Harmless Clause.

The Tenant shall hold the City harmless for any loss to the City or to any of the City's other tenants of the Vaughn Public Library Building, or to any of the Vaughn Library's employees or users caused by the Tenant or any of the Tenant's guests, invitees, employees, agents, clients, or customers.

18. Joint and Several Liability.

If, with the Tenant's consent, the premises are leased to the Tenant and to another party or parties, the Tenant shall be jointly and severally liable along with the other party or parties for compliance with all the terms of this lease and for all obligations and liability arising from the lease and the use of the premises, including payment of rent, deductions from any security deposit, and responsibility for payments under par. 5.

19. Successors in Interest.

The covenants, conditions, and agreements contained in this lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and such assigns and sublessees as may be permitted hereunder.

20. Notices.

Any notices required or permitted to be given under this lease shall be given to the City in care of the City Clerk, Ashland City Hall, 601 Main Street West, Ashland, WI 5480; and shall be given to the Tenant at the premises leased hereunder.

21. Termination.

The City may terminate this lease as follows:

- a) Upon failure to pay rent when due, after notice as provided by law.
- b) Upon a breach of any provision of this lease other than payment of rent upon notice as provided by law.
- c) Upon involuntary assignment of the Tenant's interest in the lease to any other person, upon 30 days' notice to the assignee.
- d) If the Tenant is a natural person, upon the death of the Tenant, no sooner than 30 days after the death of the Tenant.

The Tenant may terminate this lease upon any breach by the City of any provision of this lease 30 days after giving notice to the City of the breach, if during that 30 day period the City does not promptly take reasonable steps to remedy the breach. If within one year of the giving of any such notice, the City commits the same or another breach, the Tenant may give notice of the breach to the City and may terminate the tenancy if the City does not remedy the breach within 14 days of the notice.

NOTE: PLEASE SEE THE ATTACHED SHEET TITLED "NON-STANDARD RENTAL PROVISIONS".

CITY OF ASHLAND

Tenant

Date

Attest:

City Clerk

Date

Treasurer

Date

Mayor

Date

NON-STANDARD RENTAL PROVISIONS

VAUGHN PUBLIC LIBRARY LEASES

The following provisions are included in your lease. State law requires that we state them on a separate document entitled "NON-STANDARD RENTAL PROVISIONS."

4. Security Deposit.

The Tenant shall pay to the City, no later than the first date of the initial term of this lease, a security deposit equal to one month's rent. Within 30 days of the end of the Tenant's tenancy, the City shall return the security deposit (without interest) except for amounts that it may withhold for any of the following reasons:

...

c) Tenant damage, waste, or neglect of any other area of the Vaughn Public Library Building.

5. Additional deposit.

If the Tenant or any of the Tenant's guests, invitees, employees, agents, clients, or customers cause damage to the premises or to any other area of the Vaughn Public Library building which necessitates repair or extraordinary cleaning or maintenance during the term of the lease, the City may deduct the costs of such repair or extraordinary cleaning or maintenance from the security deposit, and may require the Tenant, upon 30 days' notice to restore the deposit to the original amount. This provision does not require the City pay for such costs by making a deduction from the security deposit and does not restrict the ability of the City to pursue other remedies for reimbursement of such costs.