

ASHLAND CITY COUNCIL MEETING
Tuesday, May 14, 2019 – 5:30 PM
Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

- A. Roll Call**
- B. Moment of Silence**
- C. Pledge of Allegiance**

2. APPROVAL OF AGENDA (Voice)

3. APPROVAL OF MINUTES

- A. Approve the Minutes of the April 12, 2019 Special City Council Meeting, and the April 16, 2019 City Council Meeting (*Voice*)**

4. CITIZEN PARTICIPATION PERIOD (Clerk reads rules prior to public comments)

5. MAYOR'S REPORT

- A. Recognize the Retirement Fire Chief Wayne Chenier**
- B. Announcements**
- C. Appointments**

6. CONSENT AGENDA

- A. April 2019 Planning & Development Report**
- B. Miscellaneous Committee Minutes**
- C. Approve License Applications for Alcohol Beverages, Including New Officers/Agents, Arcade, Recycling Facility/Salvage Operation, Pawn Broker, Taxicab, and Mobile Home Parks**
- D. Operators' Licenses**

7. NEW BUSINESS

- A. Public Hearing Regarding 2019 City of Ashland Community Development Block Grant-Public Facilities (CDBG-PF) Project Application to Fund Vaughn Avenue and 7th Street West Reconstruction Project (*Roll*)**

- B. Approve a Resolution to Apply for a 2019 Community Development Block Grant - Public Facilities (CDBG-PF) Grant in the Amount of \$1 Million for Reconstruction of Portions of Vaughn Avenue and 7th Street West (Voice)**
- C. Approve a Request from Nancy Szyndor DBA Bay City Cultural Center to Forgive 2018 Property Tax (Roll)**
- D. Approve a Memorandum of Understanding between Ashland County Sheriff's Department and City of Ashland Police Department, and to Waive Chapter 923.10, Ashland City Ordinances Requirement (Roll)**
- E. Approve to Award the Base Bid Contract and Bid Alternate 1 to Northwoods Paving Inc. for the 2019 Road Resurfacing Project (Roll)**
- F. Approve to Award Bid for Crushed Aggregate to Angelo Luppino, Inc. (Roll)**
- G. Approve to Award the Contract for Modernization of the Vaughn Library Elevator to thyssenkrupp Elevator Corporation (Roll)**
- H. Approve to Award the Contract for the 2019 Sewer Televising and Smoke Testing Project to Hydro-Klean, LLC (Roll)**
- I. Approve to Award a Contract for Refurbishing an Ore Dock Chute to Martini's Mobile Blasting and Coating (Voice)**

8. CLOSED SESSION

- A. CLOSED SESSION per Wisconsin Statute 19.85(1) (c) "Considering employment, promotion, compensation or performance evaluation data on any public employee over which the governmental body has jurisdiction or exercise of responsibility" City Attorney (Administrator)**
- B. Closed Session Pursuant to Wis. Stat. 19.85 (1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation." WalMart Real Estate Business Trust Claim for Excessive Assessment for 2018 (City Attorney)**
- C. Closed Session pursuant to Wis. Stat. 19.85 (1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation." Higbee & Associates Claim (City Attorney)**
- D. Return to Open Session (Voice)**
- E. Report of Action or Discussion Taken During Closed Session**

9. ADJOURNMENT

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

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

SPECIAL ASHLAND CITY COUNCIL MEETING
Friday, April 12, 2019 – 12:00 P.M.
Ashland City Hall Council Chambers
Page 1

PRESENT: Richard Ketring, Sarah Jackson, Kate Ullman, Ana Tochtermann, Kevin Haas, Charlie Ortman, Elizabeth Franek, Dick Pufall, Jackie Moore.

ABSENT: Holly George (excused), David Mettill (excused). It was noted a quorum was present.

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Max Lindsey

Agenda Item 1: Call to Order

Agenda Item 1A: Roll Call

The roll call was taken by the Clerk.

Agenda Item 2: Closed Session

Agenda Item 2A: Closed Session Pursuant to Wis. Stat. 19.85 (1)(g): “Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation.” Wal-Mart Real Estate Business Trust Claim for Excessive Assessment for 2018 (City Attorney)

Haas moved, Moore seconded a motion to move into closed session. The motion carried unanimously by roll call.

Agenda Item 2B: Return to Open Session

Moore moved, Haas seconded a motion to return to open session. The motion carried unanimously by voice vote.

Agenda Item 2C: Report of Action or Discussion Taken During Closed Session

Mayor Lewis reported that Council unanimously approved the Resolution denying the claim for excessive assessment for the year 2018 by Wal-Mart Real Estate Business Trust. **(File #17503)**

Agenda Item 3: Adjournment

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

Respectfully Submitted,

Denise Oliphant
City Clerk

ASHLAND CITY COUNCIL MEETING
Tuesday, April 16, 2019 – 5:30 P.M.
Ashland City Hall Council Chambers
Page 1

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

ABSENT: None

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

Agenda Item 1: Call to Order

Agenda Item 1A: Elected Councilors' Oath of Office

The Oath of Office was recited by Councilors MacKenzie, Ullman, Whitebird, Ortman, and Pufall.

Agenda Item 1B: Roll Call

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

Agenda Item 2: Election of Council President

Agenda Item 2A: Acceptance of Nominations from the Floor

Haas nominated Holly George, seconded by Moore. George accepted. Pufall nominated Kate Ullman, seconded by Ortman. Ullman accepted.

Agenda Item 2B: Close Nominations

Franek moved, Ortman seconded a motion to close nominations.

Agenda Item 2C: Vote by Secret Ballot

Secret ballots were received from each Councilor and read by Wickman, verified by Lewis, and counted by Oliphant. Results were in favor of Ullman for Council President.

Agenda Item 3: Approval of Agenda

Haas moved, George seconded a motion to approve the agenda. The motion passed unanimously by voice vote.

Agenda Item 4: Approval of Minutes

Agenda Item 4A: March 26, 2019 Council and Committee of the Whole Minutes

Moore moved, Pufall seconded a motion to approve the March 26, 2019 Council and Committee of the Whole minutes. The motion passed unanimously by voice vote.

Agenda Item 5: Citizen Participation Period

Jim Gregoire, 812 3rd Avenue West, spoke in favor of Kucera's first six months as City of Ashland Administrator and the progress the City has made during this time.

Agenda Item 6: Mayor's Report

Lewis thanked those who hosted the recent event at the Visitor Center regarding the City's sewer outflow issues. She also attended a lunch with Lt. Governor Barnes

Agenda Item 6A: Announcements

Agenda Item 6B: Appointments

Council/Committee Reps to the following committees: Terms Expire April 16, 2020

Holly George	Ore Dock Trust Fund Committee
Matt MacKenzie	Plan Commission
Sarah Jackson	Municipal Library Board
Kate Ullman	Sustainability Committee
Ana Tochtermann	Housing Committee
Wahsayah Whitebird	Disabled Parking Enforcement Assistance Council
Kevin Haas	Parks and Recreation Committee
Charles Ortman	Economic Development - Revolving Loan Fund Advisory Board
Elizabeth Franek	Housing Committee
Richard Pufall	Harbor Commission & Ore Dock Trust Fund Committee
Jackie Moore	Public Works Committee

Parks and Recreation Committee

Nancy Szyndor	Effective April 30, 2019 - April 30, 2022
Mike Amman	Effective April 30, 2019 - April 30, 2022
Tim Heil	Effective April 17, 2019 - April 30, 2020

ASHLAND CITY COUNCIL MEETING
Tuesday, April 16, 2019 – 5:30 P.M.
Ashland City Hall Council Chambers
Page 3

Plan Commission

David Mettillie	Effective April 17, 2019 – Expires April 30, 2020
John Beirl	Effective April 30, 2019 – April 30, 2022

Historic Preservation Commission

Stephen Schraufnagel	Expires April 1, 2022
Joan Haukaas	Expires April 1, 2022
Richard Pufall	Expires April 1, 2022

Agenda Item 7: Consent Agenda

Agenda Item 7A: Operator's Licenses

Shannon R. Beneke	Kenneth A. Scribner	Jodie L. Sprague
Andrew M. Merwin	Ashley E. Kraft	

Agenda Item 7B: Miscellaneous Minutes

Agenda Item 7C: Planning and Development Report March, 2019

Agenda Item 8: New Business

Agenda 8A: Approve Moment of Silence or Invocation as Required by Chapter 51.06, Ashland City Ordinances

Codification Ordinance 51 outlines the procedure for roll call as follows: “After the presiding officer calls the meeting to order, the Clerk shall call the roll, to be followed by a Moment of Silence or an Invocation, as determined by the Common Council at its Reorganizational Meeting, and the Pledge of Allegiance.”

The Council was asked to consider if a Moment of Silence or Invocation shall follow roll call at its Reorganizational meeting.

George moved, Haas seconded a motion to approve a Moment of Silence to follow roll call at Council meetings. The motion passed unanimously by voice vote.

Agenda Item 8B: Review and Reaffirmation of Resolution 16549 Accepting the Nine Tools of Civility and Communication Concerning Conduct of Council and Committee of the Whole Meetings

Since there are new members to Council who may not be familiar with the Resolution Accepting the Nine Tools of Civility (Resolution 16549) originally enacted in 2008, the Reorganization meeting represents a fresh start and was an opportune time to refresh everyone's memory of these tools.

Ullman moved, Moore seconded a motion to reaffirm Resolution 16549, Accepting the Nine Tools of Civility and Communication concerning conduct of Council and Committee of the Whole meetings. The motion passed unanimously by roll call vote.

Agenda Item 8C: Approve to Retain 1990 International Dump Truck

At the May 29, 2018 City Council meeting, the Council approved purchasing a 2019 Western Star Tandem Axle Dump Truck. The agenda bill stated the 1990 International dump truck would be sold after receiving the new truck.

The Public Works Department received the new dump truck and was interested in retaining the old 1990 International. The Street Foreman and Fleet Foreman both agreed that the 1990 dump truck was mechanically sound and had new front tires on it. If it were to be sold, history was the City would receive approximately \$5,000-\$7,000. By keeping this truck, it could be used for hauling demolition material and brush, preserving the newer dump trucks in the fleet. During winters, with heavy snowfall, it could also be used for hauling snow.

The Public Works Department requested approval to retain the 1990 International Dump Truck.

Ortman moved, Pufall seconded a motion to retain the 1990 International dump truck. The motion passed unanimously by voice vote.

Agenda Item 8D: Approve a Resolution to Submit an Application to the Wisconsin Department of Natural Resources Outdoor Recreational Grant for Financial Assistance for the Reconstruction of Maslowski Beach

City staff was seeking approval from the Common Council to apply for the Wisconsin Department of Natural Resources Grant to "fix" Maslowski Beach and construction of a new pedestrian trail from the bathhouse at Maslowski Beach to the western most parking lot.

The goal of the project was to make Maslowski Beach usable once again and clean it up. The project consisted of moving the trail to the south side of the park along the right-of-way (ROW).

The back half of the whole site would be filled as well, raising the beach and the park to allow for better drainage and less pooling. The playground would be removed to raise the elevation of the site and reinstalled in the same location. The pavilion's floor would be increased by 4" and a retaining wall was to be built on its north side to try to keep waves and sand from getting into the pavilion.

The City asked for funds to install a paved (concrete) trail from the bathhouse to the western parking lot. The City would match the grant with in-kind labor (Public Works Department time) and materials (gravel, concrete, fill, etc.) from the 2019 budget.

Moore moved, Jackson seconded a motion to approve the Resolution to submit an application to the Wisconsin Department of Natural Resources Outdoor Recreational Grant for financial assistance for the reconstruction of Maslowski Beach. The motion passed 10-0 by voice vote; MacKenzie abstained. **(File #17504)**

Agenda Item 8E: Approve a Resolution in Support for Increased Levy Limit Flexibility

The Governor of the State of Wisconsin, Tony Evers, recommended as part of his State budget proposal to eliminate the requirement that a municipality reduce its allowable levy by the amount of fee revenue it received in lieu of property taxes for providing a specified service such as snowplowing, garbage collection and fire protection, that was funded with the property taxes in 2013.

His proposal also included allowing municipalities to increase their annual levies over the prior year by the greater of the percentage change in equalized values due to new construction or 2%.

The League of Wisconsin Municipalities requested cities and villages to support this resolution. It would have a positive impact on our ability to maintain critical services as well as keep up with the increased cost of doing business each year.

George moved, Moore seconded a motion to approve the Resolution in support for increased levy limit flexibility. The motion passed 10-1 by voice vote; Ortman opposed. **(File #17505)**

Agenda Item 9: Adjournment

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

Respectfully Submitted,

Denise Oliphant
City Clerk

SUBJECT: Appointments

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS: 1. Volunteer Form

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The Mayor requests approval of the following appointments:

Police & Fire Commission

Gordon Gilbertson, reappointment

Term Expires: May 6, 2024

Parks & Recreation Committee

Sarah Jackson, replacing Jackie Moore

Term Expires: April 30, 2020

Weed Commissioner

Christine Luebben, reappointment

Term Expires: May 15, 2020

Gordon Gilbertson

Mayor William Whalen
City of Ashland
601 West Main Street
Ashland, Wisconsin 54806

Dear Mayor Whalen:

I am submitting this letter of interest in being appointed to the Police and Fire Commission for the City of Ashland to you for your consideration.

PERSONNEL INFORMATION:

Gordon G. Gilbertson
1200 9th Avenue West
Ashland, Wisconsin 54806
Married, wife Judy

WORK HISTORY

I was employed as a Police Officer for the City of Ashland, Wisconsin from 1967 to my retirement in 1996. For the last thirteen years of my employment with the Ashland Police Department, I served as Chief of Police. I started as a patrol officer, was promoted to the rank of Sergeant, was then promoted to the rank of Detective Sergeant until appointed as Chief of Police.

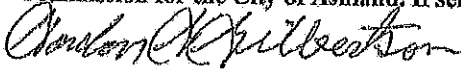
EDUCATION

I graduated from Ashland High School in 1962 and then attended the Ashland County Teachers College. During my service as a police officer I attended numerous classes sponsored by the State of Wisconsin pertaining to the field of law enforcement. My involvement with the Wisconsin Indianhead Technical College in the field of law enforcement services was extensive and I had the opportunity of serving as the chairman for law enforcement training for WITC and Chippewa Valley Technical College of Eau Claire, Wisconsin. During the years of serving as Police Chief I received numerous hours of training regarding the delivery and administration of police services. During my term on the Police and Fire Commission I received training from the Wisconsin League of Municipalities on the duties and responsibilities of a commission member.

COMMUNITY INVOLVEMENT

I have served one term of five years on the Police and Fire Commission for the City of Ashland with the last three years of that term being the Commission president. I have been a election poll worker and Chief Inspector for several years. I have been a member of the Ashland Kiwanis Club for many years and contributed to many projects that have enhanced the Ashland community.

In closing I want to thank you for your consideration of my appointment to the Police and Fire Commission for the City of Ashland. If selected I would continue to serve with pride and dignity.



Gordon G. Gilbertson

CITY OF ASHLAND, WISCONSIN

Year to Date Permit Evaluation Report

Permit type	Value of work	Total permit fee
-------------	---------------	------------------

Summary for 'Permit type' = (1 detail record)

Sum	\$23,000.00	\$115.00
Percent	0.62%	0.72%

Commercial-Additions,Remodeling,Alterations

Summary for 'Permit type' = Commercial-Additions,Remodeling,Alterations (18 detail records)

Sum	\$2,819,180.00	\$10,218.40
Percent	75.55%	63.88%

Commercial-Miscellaneous

Summary for 'Permit type' = Commercial-Miscellaneous (2 detail records)

Sum	\$120,000.00	\$1,160.00
Percent	3.22%	7.25%

Commercial-New Construction

Summary for 'Permit type' = Commercial-New Construction (1 detail record)

Sum	\$80,000.00	\$456.00
Percent	2.14%	2.85%

Demolition/Moving

Summary for 'Permit type' = Demolition/Moving (6 detail records)

Sum	\$15,755.00	\$115.00
Percent	0.42%	0.72%

Electrical

Summary for 'Permit type' = Electrical (1 detail record)

Sum	\$12,000.00	\$75.00
Percent	0.32%	0.47%

Permit type	Value of work	Total permit fee
-------------	---------------	------------------

Misc Zoning Fees

Summary for 'Permit type' = Misc Zoning Fees (9 detail records)

Sum	\$550.00	\$1,095.00
Percent	0.01%	6.85%

Plumbing&Heating

Summary for 'Permit type' = Plumbing&Heating (3 detail records)

Sum	\$309,525.00	\$400.00
Percent	8.29%	2.50%

Residential-Accessory Structures

Summary for 'Permit type' = Residential-Accessory Structures (6 detail records)

Sum	\$60,400.00	\$171.00
Percent	1.62%	1.07%

Residential-Miscellaneous

Summary for 'Permit type' = Residential-Miscellaneous (2 detail records)

Sum	\$2,400.00	\$50.00
Percent	0.06%	0.31%

Residential-Remodeling,Alterations,Additions

Summary for 'Permit type' = Residential-Remodeling,Alterations,Additions (23 detail records)

Sum	\$288,934.75	\$1,840.95
Percent	7.74%	11.51%

Sign

Summary for 'Permit type' = Sign (4 detail records)

Sum		\$300.00
Percent		1.88%

Permit type	Value of work	Total permit fee
Grand Total	\$3,731,744.75	\$15,996.35

City of Ashland, Wisconsin

Department of Planning and Development, Monthly Report

Permit report for the month of April 2019

Permit type

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6925	Walleye Property Management	2816 Main St E	Repairs from water damage and interior renovations including dry wall, replace boiler and water heater, replace 1 or more	\$23,000.00	\$115.00	Check	3474 4/5/2019
Summary for 'Permit type' = (1 detail record)							
Sum				\$23,000.00	\$115.00		

Permit type Commercial-Additions,Remodeling,Al

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6921	MRE, LLC (Ashland Industries)	1115 Rail Dr	2,336sf addition to the north side of the existing building to accommodate office space per approved Site Plan		\$584.00	Check	5120.1 4/3/2019
6930	BMO Harris Bank	100 Main St. E	ADA upgrades per approved Site Plans	\$60,000.00	\$300.00	Check	1626 4/11/2019
6934	Presbyterian-Congregational	214 Vaughn Ave	Repair 3 existing stained glass windows	\$93,000.00	\$455.00	Check	4281 4/18/2019
6936	Kwik Trip Inc.	2300 Lake Shore Drive E	Construction of a non-combustible wall in support of a type 1 construction exhaust hood install	\$30,000.00			3611 4/23/2019
Summary for 'Permit type' = Commercial-Additions,Remodeling,Alterations (4 detail records)							
Sum				\$183,000.00	\$1,339.00		

Permit type Commercial-Miscellaneous

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6931	Vertical Bridge	3201 Farm Road	Addition of antennae and supporting equipment on existing tower, addition of ground equipment within existing fenced area	\$120,000.00	\$1,100.00	Check	4969.1 4/15/2019

Permit type Commercial-Miscellaneous

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
Summary for 'Permit type' = Commercial-Miscellaneous (1 detail record)							
Sum				\$120,000.00	\$1,100.00		

Permit type Demolition/Moving

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6919	Scott and Rolene Van Vlack	None	Demolish approx. 22 x 26 shed on north east corner of parcel. No utilities, debris will be disposed of in dumpster to be hauled by East-West	\$800.00	\$15.00	831	4/3/2019
6928	Lawrence E Cicero	315 10th Ave. W.	Demolish accessory structure, no utilities or slab	\$2,000.00	\$15.00 Check	223	4/10/2019
Summary for 'Permit type' = Demolition/Moving (2 detail records)							
Sum				\$2,800.00	\$30.00		

Permit type Misc Zoning Fees

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6922	MRE, LLC (Ashland Industries)	1115 Rail Dr	Site Plan approval for addition to north side of building to accommodate office space and to pave and stripe parking area. All plans must be stamped		\$150.00 Check	5120.1	4/3/2019
6939	David and Kate Ullman	1222 9th Avenue West	Keeping of Animal Permit to have 6 chickens in 65" by 54" coop located on southeast corner of parcel	\$250.00	\$20.00 Cash	3874	4/26/2019
Summary for 'Permit type' = Misc Zoning Fees (2 detail records)							
Sum				\$250.00	\$170.00		

Permit type Residential-Accessory Structures

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6929	YLITALO, DUANE & BRENDA	1614 Cary St	Install 24 by 32' two-stall garage per attached map	\$25,000.00	\$35.00 Cash	3521	4/10/2019
Summary for 'Permit type' = Residential-Accessory Structures (1 detail record)							
Sum				\$25,000.00	\$35.00		

Permit type Residential-Miscellaneous

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6937	John Evans	611 7th Ave. East	Install new fence according to approved plan	\$400.00	\$25.00 Check	2141	4/26/2019

Summary for 'Permit type' = Residential-Miscellaneous (1 detail record)

Sum	\$400.00	\$25.00
-----	----------	---------

Permit type Residential-Remodeling,Alterations,A

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6923	Mike and Megan Kupczyk	1510 12th Ave W	Permit to tear off and replace both roofing (asphalt shingles) and siding (vinyl)	\$25,000.00	\$80.00 Check	3212	4/5/2019
6924	Terry Pratt	615 18th Ave. W.	Repair fire/smoke/water damage, replace furnace, wiring, windows, some plumbing, AC, roof, add an addition off the kitchen	\$145,941.00	\$729.70	478	4/9/2019
6926	James and Patricia Miller	923 2nd Ave. East	House Roof - Put new layer of shingles over existing layer.	\$8,000.00	\$40.00 Check	2651	4/8/2019
6927	Wayne Larson	714 6th Ave. West	Replace windows, interior dry wall work, siding repair work	\$10,000.00	\$50.00 Check	2266	4/9/2019
6932	Sandra Jarecki	217 Beaser Avenue	Replace shingles on roof with new shingles, and replace some windows.	\$7,300.00	\$65.00 Cash	146	4/18/2019
6938	Josh Zak	904 9th ave west	Expansion of entryway and addition of deck to front of home	\$3,500.00	\$50.00 Check	3012	4/26/2019
6940	Darren & Andrea Hudson	808 5th Avenue East	Replace siding on principal structure		\$40.00 Cash	2465	4/29/2019

Summary for 'Permit type' = Residential-Remodeling,Alterations,Additions (7 detail records)

Sum	\$199,741.00	\$1,054.70
-----	--------------	------------

Permit type Sign

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
----------	----------------	------------------	---------------------	---------------	------------	------------	-------------

Permit type Sign

Permit #	Property Owner	Property Address	Description of work	Value of work	Permit fee	Parcel ID#	Date issued
6920	Memorial Medical Center	1615 Maple Lane	Install two 65.25sf signs on east and south building addition elevations		\$100.00	4893	4/3/2019

Summary for 'Permit type' = Sign (1 detail record)

Sum					\$100.00		
Grand Total				\$554,191.00	\$3,968.70		

City of Ashland, Wisconsin

Monthly Property Report

Property report for the month of April 2019

Maintenance concern

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
4/25/2019	2018		505 Willis Avenue	\$0.00

Action taken

Maintenance concern Accessory Structure

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
4/5/2019	2172	Chris Luebben	619 Prentice Ave.	\$0.00

Action taken Sent first letter giving until 6/1/19 to replace the trim boardds on the ext of the garage.

Maintenance concern Garbage

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
4/1/2019	5056.1	Chris Luebben	601 Industrial Park Road	\$0.00
		Action taken	Commercial business. I took pics on 3/29/19 (see DSCN 6713 thru 6728). Gave Megan McBride file to review. I will follow-up on 5/1/19.	
4/5/2019	1165	Chris Luebben	114 N 13th Ave East	\$0.00
		Action taken	Sent first letter giving until 4/22/19 to clean-up the yard and properly dispose of the tires, furniture & garbage. I also called Ashland Housing Auth	
4/9/2019	2210	Chris Luebben	606 3rd Ave. W.	\$0.00
		Action taken	4/9/19 at 4:17 pm: Placed first letter on door hanger to tenant giving until 4/18/19 to remove box spring from yard (DSCN 6983,85, 86, 87).	
4/15/2019	2305	Chris Luebben	718 3rd Avenue West	\$0.00
		Action taken	Sent first letter giving until 4/25/19 to clean-up the garbage & recyclables from the yard.	
4/15/2019	2305	Chris Luebben	718 3rd Avenue West	\$0.00
		Action taken	Sent first letter giving until 4/25/19 to clean-up the garbage & recyclables from the yard.	
4/18/2019	179	Chris Luebben	1005 3rd St. W.	\$0.00
		Action taken	Sent first letter giving until 5/2/19 to store or dispose of the tires and sink by the garage.	

4/20/2019	1647 Chris Luebben	108/110 Main Street West	\$0.00
	Action taken	Hand-delivered letter to landlord giving until 4/29/19 to remove & properly dispose of garbage on rear balcony. Also gave door hanger w/ltr to tena	
4/22/2019	2383 Chris Luebben	706 Prentice Ave.	\$0.00
	Action taken	I left a door hanger for the tenant to clean-up & properly dispose of the bags of garbage behind the shed.	
4/22/2019	2721 Chris Luebben	1022 7th Avenue East	\$0.00
	Action taken	I handed the downstairs tenant a door hanger. Garbage needs to be cleaned up by 4/24/19.	
4/22/2019	2721 Chris Luebben	1022 7th Avenue East	\$0.00
	Action taken	I handed the downstairs tenant a door hanger. Garbage needs to be cleaned up by 4/24/19.	
4/22/2019	2721 Chris Luebben	1022 7th Avenue East	\$0.00
	Action taken	I handed the downstairs tenant a door hanger. Garbage needs to be cleaned up by 4/24/19.	
4/22/2019	1456 Chris Luebben	101 14th Ave. E.	\$0.00
	Action taken	Door hanger left on 4/18/19 at 2:30 pm to clean-up garbage & household items.	
4/22/2019	1456 Chris Luebben	101 14th Ave. E.	\$0.00
	Action taken	Door hanger left on 4/18/19 at 2:30 pm to clean-up garbage & household items.	
4/22/2019	1456 Chris Luebben	101 14th Ave. E.	\$0.00
	Action taken	Door hanger left on 4/18/19 at 2:30 pm to clean-up garbage & household items.	
4/22/2019	1456 Chris Luebben	101 14th Ave. E.	\$0.00
	Action taken	Door hanger left on 4/18/19 at 2:30 pm to clean-up garbage & household items.	
4/22/2019	1456 Chris Luebben	101 14th Ave. E.	\$0.00
	Action taken	Door hanger left on 4/18/19 at 2:30 pm to clean-up garbage & household items.	
4/22/2019	2308 Chris Luebben	706 3rd Avenue West	\$0.00
	Action taken	Sent fist letter giving until 5/2/19 to remove the bags of garbage and/or recyclables from the rear yard.	
4/24/2019	1584 Chris Luebben	211 7th Ave. E.	\$0.00
	Action taken	Sent first letter giving until 5/6/19 to remove the pedestal & sink, and the desk/hutch from the front porch.	
4/25/2019	1581 Chris Luebben	223 7th Ave. E.	\$0.00
	Action taken	Hand-delivered a door hanger for tenant(s) on 4/22/19 at 4:52 pm. to clean-up the garbage.	
4/26/2019	4510 Chris Luebben	622 Chapple Avenue	\$0.00
	Action taken	Sent first letter giving until 5/13/19 to clean up debris & old tire from yard. 4/26/19: Left tenants letter on a door hanger (DSCN 7317, 18, 19).	
4/26/2019	2466 Chris Luebben	800 5th Avenue East	\$0.00
	Action taken	On 4/26/19, I dropped off letter on a door hanger giving until 5/7/19 to clean up the debris in the rear yard. DSCN 7354, 55, 57, 58, 60, 61	

4/29/2019 1446 Chris Luebben 114 13th Ave. E. \$0.00
Action taken Sent letter giving until 5/13/19 to dispose of garbage and store tires in an enclosed structure.

Maintenance concern Other

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
4/8/2019	1469	Chris Luebben	106 15th Ave. E.	\$0.00
		Action taken	Sent letter for 2nd offense giving until 4/26/19 to remove tires & box spring from yard and to clean-up yard.	
4/9/2019	55	Chris Luebben	1218 Lake Shore Dr.	\$0.00
		Action taken	Sent first letter to cease burning garbage in fire pit in yard.	
4/9/2019	55	Chris Luebben	1218 Lake Shore Dr.	\$0.00
		Action taken	Sent first letter to cease burning garbage in fire pit in yard.	
4/9/2019	2155	Chris Luebben	608 Prentice	\$0.00
		Action taken	Sent first letter giving until 4/28/19 to remove the upholstered recliner from the porch.	
4/10/2019	2209	Chris Luebben	608 3RD Ave West	\$0.00
		Action taken	4/9/19 at 4:18 pm: Placed first letter on door hanger to tenant giving until 4/18/19 to remove tires from yard.	
4/10/2019	2210	Chris Luebben	606 3rd Ave. W.	\$0.00
		Action taken	4/10/19 at 10:30 am: Placed first letter on door hanger to tenant giving until 4/18/19 to remove tires from yard. See DSCN6993, 94.	
4/15/2019	1381	Chris Luebben	607 Main Street East	\$0.00
		Action taken	Sent first letter giving until 5/2/19 to properly dispose of the mattress and box spring that are in the yard.	
4/16/2019	2305	Chris Luebben	718 3rd Avenue West	\$0.00
		Action taken	Sent first letter and placed a copy on a door hanger on 4/16/19 giving until 4/18/19 to clean-up & properly dispose of the dog feces. See pics DSCN	
4/17/2019	4831	Chris Luebben	2912 City Heights Road	\$0.00
		Action taken	Sent first letter to W & M Larson giving until 4/26/19 to clean-up the dog feces & brush on Parcel #201-04870-0000.	
4/17/2019	4831	Chris Luebben	2912 City Heights Road	\$0.00
		Action taken	Sent first letter to W & M Larson giving until 4/26/19 to clean-up the dog feces & brush on Parcel #201-04870-0000.	
4/17/2019	4834	Chris Luebben	2906 City Heights Road	\$0.00
		Action taken	Sent email to Callae Hyde (Humane Officer) to ask her to follow-up on report of barking dogs.	
4/22/2019	4705.1	Chris Luebben	1615 10th Ave. West	\$0.00
		Action taken	I met with Bob Dunn at the dul-de-sac & took pics (DSCN 7054 thru 7068).	

4/25/2019	1386	Chris Luebben	613 Main St. East	\$0.00
		Action taken	Sent first letter giving until 5/3/19 to move dumpster from ROW, store or dispose of tires, & have tenant (Butch) remove junk from neighboring pro	
4/27/2019	4510		622 Chapple Avenue	\$0.00
		Action taken		
4/27/2019	1521	Chris Luebben	220 11th Ave. E.	\$0.00
		Action taken	Sent first letter giving until 5/13/19 to store or properly dispose of tire.	
4/29/2019	56	Chris Luebben	1222 Lake Shore Drive	\$0.00
		Action taken	Sent first letter giving until 5/10/19 to remove tires & debris from yard by the shed.	
4/29/2019	56	Chris Luebben	1222 Lake Shore Drive	\$0.00
		Action taken	Sent first letter giving until 5/10/19 to stop burning garbage in the fire pit.	
4/30/2019	1451	Chris Luebben	119 14th Ave. E.	\$0.00
		Action taken	Sent first letter giving until 5/20/19 to dispose of the tires by the garage.	
4/30/2019	627	Chris Luebben	822 Beaser Ave.	\$0.00
		Action taken	Sent first letter giving until 5/20/19 to store or dispose of tires in the yard.	

Maintenance concern Principal Structure

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
4/11/2019	2329	Chris Luebben	701 Ellis Avenue	\$0.00
		Action taken	Sent first letter giving until 9/1/19 to repair the exterior of the church.	
4/29/2019	2465	Chris Luebben	808 5th Avenue East	\$0.00
		Action taken	I left a door hanger on 4/26/19 at 2:24 pm. Property called me on 4/29/19 & came into City Hall and got a Bldg. Permit. I sent 1st letter giving until	

Maintenance concern Vehicle

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
4/2/2019	2153	Chris Luebben	618 prentice ave	\$0.00
		Action taken	Letter dated 4/2/19 was dropped off on a door hanger. Given until 4/29/19 to move or register the car.	
4/5/2019	391	Chris Luebben	1115 6th St. W.	\$0.00
		Action taken	Sent 2nd notice to move the veh and not park across the Ctiy sidewalk.	
4/9/2019	2155	Chris Luebben	608 Prentice	\$0.00
		Action taken	Sent first letter giving until 4/28/19 to more & keep the car off the City public right-of-way.	

4/9/2019	3406	Chris Luebben	2118 Lake Shore Drive E	\$0.00
		Action taken	Sent first letter giving until 5/8/19 to store or register the car (Buick LeSabre).	
4/10/2019	1469	Chris Luebben	106 15th Ave. E.	\$0.00
		Action taken	Sent letter for 2nd offense giving until 4/30/19 to register or store truck that is being overhauled in yard, and to clean-up yard.	
4/15/2019	2216	Chris Luebben	601 2nd ave west	\$0.00
		Action taken	Sent first letter to tenant giving until 5/16/19 to register or store the vehicle in an enclosed structure.	
4/27/2019	1528	Chris Luebben	209 12th Ave. East	\$0.00
		Action taken	Sent first letter giving until 5/17/19 to renew registration or store veh in an enclosed structure.	
4/29/2019	1530	Chris Luebben	203 12th Ave. E.	\$0.00
		Action taken	Sent first letter giving until 5/13/19 to move the car into an enclosed structure.	
4/29/2019	1446	Chris Luebben	114 13th Ave. E.	\$0.00
		Action taken	Sent first letter giving until 5/13/19 to renew & place current sticker on veh or move veh to an enclosed structure.	

Maintenance concern Zoning

Date	Parcel ID#	Office Contact	Property Address	Amount of citation
4/1/2019	3805	Chris Luebben	2301 Junction Road	\$0.00
		Action taken	Commercial business. I took pics on 3/29/19 (see DSCN 6678 thru 6689). Gave Megan McBride file to review. I will follow-up on 5/14/19.	
4/1/2019	3806.1	Chris Luebben	411 Sanborn Avenue	\$0.00
		Action taken	3/29/19: I took pics (DSCN 6670 thru 77 & DSCN 6690 thru 92) but found no problem w/the culvert.	
4/10/2019	2561	Chris Luebben	801 4th Ave. West	\$0.00
		Action taken	Sent first letter giving until 4/23/19 to fill in and return Temporary Obstruction of R-O-W application to PW Department.	

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

Present: Lloyd Orensten, Tom Bouchard, Rick Korpela, Ella Teague & John Coffey

Absent:

Excused:

Also Present: Bill Moore, Airport Manager; Jeff Beirl, Ashland County Administrator; Harley Hagstrom

AGENDA ITEM 1: Roll Call

AGENDA ITEM 2: APPROVAL OF MINUTES (February 21, 2019)

A motion was made Bouchard, seconded by Korpela, to approve the February 21, 2019 minutes. The motion passed unanimously.

AGENDA ITEM 3: CITIZEN PARTICIPATION PERIOD

None.

AGENDA ITEM 4: COMMISSION ITEMS

→ New SRE

Moore noted that the BOA has put a bid out for purchasing new SRE; Ashland and Superior are both in the running to possibly receive this equipment.

The airport will be getting a new tractor, new broom and new blower. Moore was told there were 4 options as to what to do with the old equipment; the BOA and our airport engineering consultants recommend keeping the old equipment for parts.

→ New Lease Progress

Moore is updating contact information on the list, when the old leases expire participants will be getting the new leases to sign.

→ 1 Ton Airport Plow Truck Update

Airport finally got the new truck, but it still need some equipment setup; a rotating beacon, avionics radio, toolbox, hitch, etc., estimated cost \$1200.

AGENDA ITEM 5: Managers Report

Moore told the commission that the airport is falling behind on the fence line maintenance. There has been some work done on removing foliage every year by Northern Clearing, but not enough money has been budgeted to keep up. Moore is afraid that the fence line will need repairs instead of just cutting trees and removing

foliage. Some trees are growing right up through the fence. Commissioners discussed the situation.

Moore got the bids in for the lawnmower, cost will be 80/20; will submit bids to BOA.

Department of Health & Human Services were at the airport today to inspect the airport well head and the cap is cracked. Moore contacted Bob Melin and they will come out and fix it tomorrow.

AGENDA ITEM 6: Approval of Bills

The list of bills was presented by Moore. The total amount of the bills came to \$2498.65.

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

AGENDA ITEM 7: SET NEXT MEETING DATE

The next Airport Commission meeting will be held April 25, at 4:30 pm, at JFK Airport.

AGENDA ITEM 8: ADJOURNMENT

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

Kim Westman

HARBOR COMMISSION MEETING

February 26, 2019

Page 1

PRESENT: Thomas Yankee, Allan Smiles, Randy Harvey, Dick Pufall & Gary Leino

ABSENT: Keith Igo

EXCUSED: Paul Gilbertson

ALSO PRESENT: Marina Manager-Scott Stegmann

Dick Pufall called the meeting to order at 11:30 a.m.

Agenda Item 1: Public Comment

None.

Agenda Item 2: Approval of April 18, April 26 and December 12, 2018 Minutes

A motion was made by Yankee, seconded by Smiles, to approve the April 18, April 26 and December 12, 2018 minutes. The motion carried unanimously.

Agenda Item 3: New Business

A. Election of Harbor Commission Officers- Chairman & Vice-Chairman

Commissioners tabled this Agenda Item until the next meeting.

B. Financial Statement – Kreher Park Redevelopment

Stegmann brought commissioners up to speed on the amount of money that has been spent thus far and what the expenditures were for. Currently, since the beginning of February, we are into AMI Engineering (consulting engineers for the City of Ashland on this project), for roughly \$47,563.53 with another \$10,000 in recently received bill. In the end, that amount Stegmann mentioned in the expenditures above will probably double. The money for that is coming out of the \$150,000 that Xcel Energy gave the city when taking out the dock and the boat launch area at the start of the project.

There have been meetings with AMI, EPA & DNR regarding the Superfund/Kreher Park redevelopment. There have been elevation changes to the site which affects the placement of the cap on the superfund site; these changes affect the plans that AMI have already developed. Unfortunately, plans have also had to be redone/revamped because of lack of cooperation from Xcel Energy. It has been extremely difficult to get good data from Xcel Energy regarding the elevations, capping, etc.; information necessary for AMI to engineer the project; this increases the cost of the project.

C. Superfund

Stegmann and the commissioner's discussed some of the history of the project (for the benefit of the new member, Gary Leino), and how the project is currently progressing. Way back in the beginning, when this case was decided in court, and the city won the lawsuit, the Record of Decision clearly states that Xcel was to clean up the site according to DNR and EPA standards and to return the final product to be park accessible for the public. Due to the lease (a 50 year lease) with the State of WI, contractually the City of Ashland is the owner of the property in the Kreher Park/Superfund site; the city owns the property and

HARBOR COMMISSION MEETING

February 26, 2019

Page 2

Xcel needs to do what the city says. Xcel Energy keeps saying no, they are the owner of the property, not the city.

There was a meeting a couple of weeks ago; mayor, city administrator, 3 DNR officials, Yankee and Stegmann. At that meeting the DNR started getting after our engineers, AMI. Back in October, 2018, was when the city hired AMI Engineering. At that time, and moving forward, the city has been asking Xcel Energy for their data/information, core samples, etc., so AMI would be able to understand what they need to do to complete the project. Xcel Energy has not been forthcoming with the necessary information. Finally, at this meeting about 2 weeks ago, the DNR finally stepped in and told Xcel Energy to cooperate with the city and get them the data that they need; Xcel has started to comply.

Stegmann has learned today, that in 2 ½ weeks, Xcel Energy must submit for approval to the DNR, 90% of their cap design plan. Stegmann did assert to the DNR that before they give their approval, the City of Ashland wants to review and have input regarding Xcel's plan.

Stegmann spoke to City Administrator Kucera about the city's plan to proceed with this project and make sure the city gets what they both need and want with this project. Kucera stated that first a letter will be sent to Xcel Energy stating that the city owns the land and document that with a copy of the 50 year lease with the State of Wisconsin. Also, supporting that letter will be the Record of Decision from the court case and how we are going to design the site. Finally, the city will backbone these documents with all the information that the EPA has given the city regarding site preparation and planning. In essence, this is to make it clear to Xcel Energy that the City of Ashland owns the property and we are giving Xcel Energy the right to be on the property.

The second part is in regard to the sheet pile wall. Xcel Energy owns the sheet pile wall on our property and what can be done with the wall appears to become at some point a property litigation matter. Xcel Energy has told the city that they don't want us to touch the wall. They are going to put a 10 foot sidewalk around it, don't want anything tied up to it, and that is why we are bridging a ramp over it from the boat launch to go over the top of it and down. The question is who in the future will maintain this wall; EPA says they know the city will not indemnify Xcel with any obligation to the wall, so it leaves a cloud as to what to do with the sheet pile wall. The city would like clarification on what can we do/not do with the sheet pile wall.

Finally, it needs to be determined how to pay for this redevelopment at the superfund site. Stegmann talked with the city administrator, because Stegmann does not know where all the money is coming from for this project. The overall design of the whole site is marina, parks & rec department, and the city in general; there are some grant opportunities out there, but they are finite.

The city will be getting \$500,000 for the boat launch from the state, it is a state directive, they want more access to the lake. Stegmann told the administrator that the marina can't bear the brunt financially of this whole site; the funds are just not there. Also, there is a new council directive of having a project manager on a build site, which is a good thing, but will add additional cost; who will pay for it. Kucera mentioned using the waterfront development monies. Stegmann also suggested the city hire Jamie Dunn as an independent contractor; Dunn (now retired from DNR) has been with this superfund project from the beginning. Kucera intends to bring to the City Council in March the request to hire Dunn. Kucera will also talk to the Finance Director about monies for the project.

Stegmann concluded that the purpose of this meeting was to inform the commission about what has been done, how things are proceeding, glitches and problems, to discuss the

HARBOR COMMISSION MEETING

February 26, 2019

Page 3

situation and do some thinking. In a couple of weeks after the proposal has been sent to the DNR by Xcel Energy, there will be another meeting to update the commission on how this project is proceeding.

A motion was made by Smiles, seconded by Yankee to adjourn. The motion carried unanimously. Meeting was adjourned.

Kim Westman

SUBJECT: Approve License Applications for Alcohol Beverages, Including New Officers/Agents, Arcade, Recycling Facility/Salvage Operation, Pawn Broker, Taxicab, and Mobile Home Parks

RECOMMENDATION: Approval upon compliance with contingencies being met

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Police Department, Fire Department, Treasurer

EXHIBITS:

1. Chapter 923, Ashland City Ordinances
2. Staff Approval Correspondence
3. License and New Agents Applications
4. List of Various License Applications

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The City issues Alcohol Beverage, arcade, recycling facility/salvage operation, pawnbroker, taxicab, and mobile home park licenses. The premises are inspected by the Building Inspector, the Fire Department and the Police Department, if applicable. Per Chapter 923 of Ashland City Ordinances, all licensees are required to be current on property taxes and other billings from the City (fines, utility bills, taxes, fees, etc.)

Also, Council approval is requested for the following new officers/agents which were approved by the Police Department:

Indianhead Oil Co., LLC – New Officers Richard Johnson, James Lueth

Chequamegon Food Cooperative – New Officers John Adams, Kenneth Tuckwell, Mark Abeles-Allison

Jay Ma Ambaji, Inc. – New Agent Nicky S. Patel (effective 7/1/19)

Kwik Trip, Inc., 2300 Lake Shore Drive East – New Agent Bobbie L. Bigboy (effective immediately)

Kwik Trip, Inc., 515 Ellis Avenue – New Agent Laurie J. Weber (effective immediately)

It is recommended to approve the new officers/agents as noted and all licenses, as attached, upon satisfactory compliance with contingencies being met.

CHAPTER 923. ALL TAXES, ASSESSMENTS, UTILITY CHARGES, INDEBTEDNESS, AND FORFEITURES BE PAID BEFORE ANY LICENSE OR CONTRACT IS GRANTED BY THE CITY OF ASHLAND.

923.10. Payments Required. No person, partnership, or corporation shall be issued a license or have renewal of a license previously held or be granted a contract of any sort if that person, partnership or corporation or any person, partnership or corporation owning the real estate or personal property used in the licensed activity has any delinquent real or personal property taxes on the real or personal property involved in the licensed activity, any outstanding assessments, forfeitures, utility charges, or indebtedness owed to the City of Ashland.

923.20. Refusal of Contract. For those persons, partnerships, or corporations subject to refusal to grant a license or renewal thereof or a contract of any sort, pursuant to this chapter, said person, partnership, or corporation shall have opportunity to be heard as follows:

- (a) The Committee of the Whole of the City of Ashland shall conduct a hearing on the issues.
- (b) Written Notice of the hearing shall be served not less than three (3) days or more than ten (10) days from the date of the hearing.

ADOPTED: 923 (1748) 6/14/2011

Find yourself next to the water.

ASHLAND

City of Ashland, Wisconsin

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



To: Patti Ekstrom, Deputy Clerk
From: James C. Gregoire, Chief of Police
Date: April 2, 2019
Ref: License Renewals

During the month of March all current liquor license holders and coin operated license holders have been inspected and are in compliance as required by City Ordinance, which includes the National Entertainment Network, LLC. (Walmart)

The Taxi Cab license held by Sarah Bowker & Jamie Nelson, 522 Willis Ave, is in compliance.

Chicago Iron & Supplies, Waste Management, Eagle Waste & Recycling Inc., and CWO Auto & Scrap Removal Inc., have been inspected and are in compliance as required by City Ordinance.

Kenwood Terrace and Whispering Pines mobile home parks have been inspected and are in compliance as required by City Ordinance. (Fernco Development Ltd, Lenco Development Ltd, and Norco Development Ltd.)

On April 2nd an officer of the Ashland Police Department inspected the Bay Area Pawn shop and found an expired license posted. The owner did retrieve the current license and post it. I also conducted a review of all police reports involving the Bay Area Pawn and found everything was in order.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James C. Gregoire".

James C. Gregoire
Chief of Police
Ashland Police Department
(715)682-7062 work

City of Ashland Police Department, 601 Main Street West, Ashland, WI 54806
Phone (715) 682-7062 Fax (715) 682-7051

Find yourself next to the water.



City of Ashland, Wisconsin ~ Fire Department
215 Sixth Street East Ashland ~ WI 54806 ~ www.coawi.org

DATE: May 6, 2019

TO: Patti Ekstrom, Deputy Clerk

FROM: Wayne Chenier, Fire Chief

A handwritten signature in blue ink, likely belonging to Wayne Chenier, the Fire Chief.

RE: **2019 Recycling/Junk Dealers, Mobile Home Park, and Liquor License Applications**

Good morning Patti,

The Ashland Fire Department has completed the fire inspections for licensure as outlined in accordance to City Ordinance. All necessary re-inspections for businesses with code violations have been corrected. There are no outstanding issues or violations of the above types of occupancies.

I recommend approval to all applicants.

Find yourself next to the water.



City of Ashland, Wisconsin

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

To: Patti Ekstrom, Deputy Clerk

From: Megan McBride, Director of Planning & Development

Date: 4/29/2019

Re: 2019 Mobile Home Park and Recycling Facilities/Salvage Operation License Renewals

The City Building Inspector (Stephen Schraufnagel) has completed inspections of all current mobile home parks and recycling facilities/salvage operations for compliance with City of Ashland ordinance standards. No violations were found in any of the mobile home parks (Whispering Pines and Kenwood Terrace) or recycling facilities (Chicago Iron & Supplies, Inc., Eagle Waste & Recycling, Inc., Waste Management, and CWO Auto & Scrap Removal) that would prevent renewal of licensure at this time, so **renewal of all applications is recommended for 2019.**

Find yourself next to the water.



City of Ashland
Treasurer's Office
Memo

Date: May 8, 2019
To: Patti Ekstrom
From: Barbara Clement *BC*
Re: 2019 License Renewals

Patti:

The following businesses have amounts owing at the place of licensed activities.

CJ White, Inc. Doing Business as Niblick Bar and Grill
3000 Golf Course Road

Outstanding Utilities
2018 Personal Property Taxes

Bay Area Pawn, Inc.
421 Lake Shore Dr W

2018 Personal Property Taxes
2018 Real Estate Taxes

Susan M Foreman
411 Main ST W

Outstanding Utilities

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
JOHNSON		RICHARD		DAVID	
Home Address (street/route)		Post Office		City	State Zip Code
970 REDWOOD DRIVE				APPLE VALLEY	MN 55124
Home Phone Number		Age	Date of Birth	Place of Birth	
[REDACTED] 1		[REDACTED]	[REDACTED]	FERGUS FALLS, MN	

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

- ☐ Applying for an alcohol beverage license as an individual.
☐ A member of a **partnership** which is making application for an alcohol beverage license.
☒ **OFFICER** of **INDIANHEAD OIL CO., LLC**
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

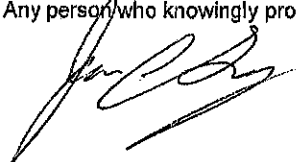
The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? N/A
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
 If yes, identify. PLEASE SEE ATTACHED
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
EMPLOYED BY HOLIDAY	/LYNDALE TERMINAL 40+ YRS		
Employer's Name	Employer's Address	Employed From	To

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




(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Lueth		James		William	
Home Address (street/route)		Post Office		City	State Zip Code
3400 West 84th St				Bloomington	MN 55431-1506
Home Phone Number		Age	Date of Birth		Place of Birth
[REDACTED]		[REDACTED]	[REDACTED]		Edina, MN

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

- ☐ Applying for an alcohol beverage license as an individual.
- ☐ A member of a partnership which is making application for an alcohol beverage license.
- ☒ Officer of Indianhead Oil Co., LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

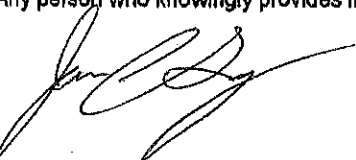
The above named individual provides the following information to the licensing authority:

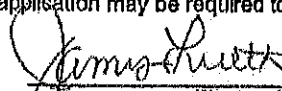
- How long have you continuously resided in Wisconsin prior to this date? N/A
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
 If yes, identify. Please see attached
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
Holiday Stationstores, LLC	4567 American Blvd W Bloomington MN 55437-1123	June 2013	Present
Employer's Name	Employer's Address	Employed From	To
TCF National Bank	Minneapolis, MN	March 2010	June 2013

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




 James Lueth, Assistant Secretary

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
ADAMS		JOHN		C	
Home Address (street/route)		Post Office		City	State Zip Code
30900 Cty Hwy C				WASHBURN	WI 54891
Home Phone Number		Age	Date of Birth	Place of Birth	
				DULUTH MN	

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

- ☐ Applying for an alcohol beverage license as an individual.
- ☐ A member of a partnership which is making application for an alcohol beverage license.

☒ President of Chequamegon Food Co-op
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 8 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
Yoman Farm	Self-employed	1/1/11	Present
Bayfield Foods	P.O. Box 42 Washburn	1/1/14	present
	WI 54891		

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

 4-29-14


(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Tuckwell		Kearney		Edwin	
Home Address (street/route)	Post Office	City	State	Zip Code	
30460 Deer Creek Rd		Ashtabula	WI	54906	
Home Phone Number	Age	Date of Birth	Place of Birth		
[REDACTED]	[REDACTED]	[REDACTED]	Milwaukee, WI		

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

- ☐ Applying for an alcohol beverage license as an individual.
- ☐ A member of a partnership which is making application for an alcohol beverage license.

☒ Director of Chapman Pool Corp
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 47 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify. _____
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
Ashtabula County	Ashtabula, WI	2005	2006
Schools All Sports	East Troy, WI	1975	2003

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

[Signature] 4-29-19

[Signature]
(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Abeles- Allison		MARKS			
Home Address (street/route)	Post Office	City	State	Zip Code	
400 Woodland	5508	Washburn	WI	54891	
Home Phone Number	Age	Date of Birth	Place of Birth		
[REDACTED]	[REDACTED]	[REDACTED]	Lansing, MI		

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

☐ Applying for an alcohol beverage license as an individual.

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

☒ Secretary of Chequamegon Food Cooperative
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 18 years

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

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

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

(Name, Location and Type of License/Permit)

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

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
Village of Holly, MI		1997	2001
City of Council Grove, KS		1990	1997

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

[Signature] 4-29-19

[Signature]
(Signature of Named Individual)

Effective 7/1/19

10

Schedule for Successor of Agent

If there is a change in agent, each club, corporation, or limited liability company who holds a retail permit to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent pursuant to sec. 125.04(6), Wis. Stats. There is a \$10 change in agent processing fee due with this form. The following questions must be answered by the Agent. The appointment must be signed by an officer of the corporation/organization or one member of limited liability company. (Only one signature is required). The appointment must be approved by the licensing authority.

ASHLAND

(Municipality)

Wisconsin 3-27 20 19

(Date)

1. Name of agent NICKY SHANKARBHAI PATEL

Yes No

2. ☒ ☐ Are you of legal drinking age?
3. ☒ ☐ Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent?
4. ☐ ☒ Have you ever been convicted of a federal law violation?
5. ☐ ☒ Have you ever been convicted of a state law violation?
6. ☐ ☒ Have you ever been convicted of a local ordinance violation?
7. ☒ ☐ Have you completed the required responsible beverage server program per sec. 125.04(5)(a)5, Wis. Stats.?

UNDER PENALTY OF LAW, I declare that all of the above information is true and correct to the best of my knowledge and belief.

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


(Signature of Agent)

2300 Lake Shore Drive W, Room 1
Ashland WI 54806
(Address)

SUCCESSOR AGENT

The undersigned appoints NICKY SHANKARBHAI PATEL as agent in accordance with sec. 125.04(6), Wis. Stats.

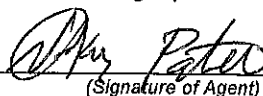
Name of Permittee JAY MA AMBAJI, INC.

Date March 27th 20 19

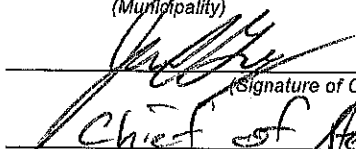
By 
(Signature of Officer / Member)

I hereby accept appointment as agent for JAY MA AMBAJI, INC. and assume full responsibility of the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Date 3-27-19 20 19


(Signature of Agent)

THE AGENT APPOINTED ABOVE MUST BE APPROVED BY THE LICENSING AUTHORITY TO BE EFFECTIVE.
(See sec. 125.04(6), Wis. Stats.)

Ashland WI 4-5 20 19
(Municipality) (Date)

(Signature of Official)
Chief of Police
(Title)



Legal

PHONE 608-781-8988

FAX 608-793-6120

1626 Oak St., P.O. Box 2107
La Crosse, WI 54602

www.kwiktrip.com

April 29, 2019

Ms. Denise Oliphant, City Clerk
City of Ashland
601 Main St. W.
Ashland, WI 54806-1537

RE: Agent Change
Kwik Trip 118
2300 Lakeshore Dr. E.

Dear Denise:

Effective May 10, 2019 a new manager, Bobbie Bigboy, will take over leadership responsibilities of our Kwik Trip 118 convenience store. Therefore, we would like to appoint Bobbie as the agent of the store.

Enclosed please find the completed Appointment of Agent and Auxiliary Questionnaire forms along with a \$10.00 check for the administrative fee. Please note that Bobbie currently holds a City of Ashland Operator Permit. I respectfully request that you include this item on the agenda of your City Council meeting for consideration.

If you require any further information, please contact me at (608) 793-6262 or DHafner@kwiktrip.com. Thank you for your assistance with this matter.

Yours truly,

A handwritten signature in blue ink, appearing to read "Deanna", is written over a horizontal line.

Deanna Hafner
Licensing Agent

Enclosures

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT
ORGANIZATION OR LIMITED LIABILITY COMPANY**

Submit to municipal clerk.

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

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

The undersigned duly authorized officer(s)/members/managers of Kwik Trip, Inc.
(registered name of corporation/organization or limited liability company)

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

Kwik Trip 118

(trade name)

located at 2300 Lakeshore Dr. E., Ashland, WI 54806

appoints **Bobbie L. Bigboy**

(name of appointed agent)

53814 Oak St., Ashland, WI 54806

(home address of appointed agent)

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

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

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

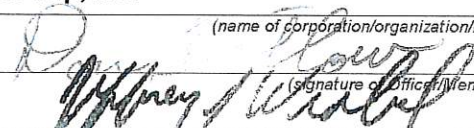
All my life

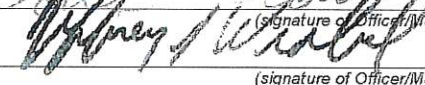
How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin?

Place of residence last year 53814 Oak St., Ashland, WI 54806

For: **Kwik Trip, Inc.**

(name of corporation/organization/limited liability company)

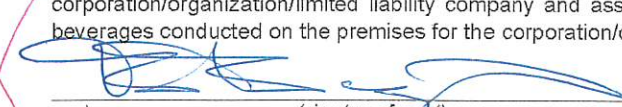
By:  (signature of Officer/Member/Manager)

And:  (signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, **Bobbie L. Bigboy**, hereby accept this appointment as agent for the
(print/type agent's name)

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

 (signature of agent)

53814 Oak St., Ashland, WI 54806

(home address of agent)

4-25-19
(date)

Agent's age 31/17/1986

Date of birth 33

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

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

Approved on 5-6-19 by Brian Houghton
(date) (signature of proper local official)

Title Police Captain
(town chair, village president, police chief)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

WI Dr. Lic. # B210-0728-6597-09

Individual's Full Name (please print) (last name) (first name) (middle name)	
Bigboy Bobbie Lynn	
Home Address (street/route)	Post Office
53814 Oak St.	Ashland
City	State
	WI
Zip Code	
54806	
Home Phone Number	Age
715-292-7814	33
Date of Birth	Place of Birth
3/17/1986	Ashland, WI

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

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

☒ Agent of Kwik Trip, Inc.
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? All my life
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify.
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

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

Employer's Name		Employed From	To
Deep Water Grill	Ashland, WI	8/15	3/17
New China Restaurant	Ashland, WI	2014	2016

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

(Signature of Named Individual)
Bobbie L. Bigboy



Legal

PHONE 608-781-8988

FAX 608-793-6120

1626 Oak St., P.O. Box 2107
La Crosse, WI 54602

www.kwiktrip.com

May 1, 2019

Ms. Denise Oliphant, City Clerk
City of Ashland
601 Main St. W.
Ashland, WI 54806-1537

RE: Agent Address Change
Kwik Trip 163
515 Ellis Ave.

Dear Denise:

Effective May 10, 2019 a new manager, Laurie Weber, will take over leadership responsibilities of our Kwik Trip 163 convenience store. Therefore, we would like to appoint Laurie as the agent of the store.

Enclosed please find the completed Appointment of Agent and Auxiliary Questionnaire forms along with a \$10.00 check for the administrative fee. I respectfully request that you include this item on the agenda of your City Council meeting for consideration.

If you require any further information, please contact me at (608) 793-6262 or DHafner@kwiktrip.com. Thank you for your assistance with this matter.

Yours truly,

Deanna Hafner
Licensing Agent

Enclosures

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT
ORGANIZATION OR LIMITED LIABILITY COMPANY**

Submit to municipal clerk.

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

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

The undersigned duly authorized officer(s)/members/managers of Kwik Trip, Inc.
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Kwik Trip 163

located at 515 Ellis Ave., Ashland, WI 54806
(trade name)

appoints Laurie J. Weber
(name of appointed agent)
30395 Hagsrom Rd, Ashland, WI 54806
(home address of appointed agent)

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

☒ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
Agent of Kwik Trip 118, Ashland, WI, until new agent approved.

Is applicant agent subject to completion of the responsible beverage server training course? ☐ Yes ☒ No Since 1991
How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin?

Place of residence last year 30395 Hagsrom Rd, Ashland, WI 54806

For: Kwik Trip, Inc.
(name of corporation/organization/limited liability company)
By: [Signature]
(signature of Officer/Member/Manager)
And: [Signature]
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Laurie J. Weber, hereby accept this appointment as agent for the
(print/type agent's name)

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

[Signature] 4/29/19
(signature of agent) (date)
30395 Hagsrom Rd, Ashland, WI 54806
(home address of agent)
Agent's age [Redacted]
Date of birth [Redacted]

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

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

Approved on 5-6-19 by [Signature] Title Chief of Police
(date) (signature of proper local official) (town clerk, village president, police chief)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

WI Dr. Lic. # W160-5306-7703-08

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Weber		Laurie		Jean	
Home Address (street/route)		Post Office	City	State	Zip Code
30395 Hagsrom Rd.		Ashland		WI	54806
Home Phone Number		Age	Date of Birth	Place of Birth	
				Sidney, Montana	

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

- ☐ Applying for an alcohol beverage license as an **Individual**.
- ☐ A member of a **partnership** which is making application for an alcohol beverage license.
- ☒ **Agent** of Kwik Trip, Inc.

(Officer / Director / Member / Manager / Agent)

(Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

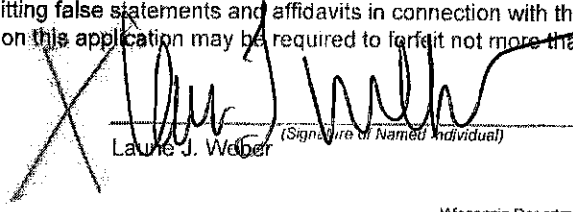
1. How long have you continuously resided in Wisconsin prior to this date? Since 1991
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
If yes, identify. Agent of Kwik Trip 118, Ashland, WI, until new agent approved.
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

(Name of Wholesale Licensee or Permittee)(Address By City and County)

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

Employer's Name		Employed From	To
Deepwater Grille & The Alley	808 Main St., Ashland, WI	2012	2017
Family Video	Multiple Minn. & Wisc. Locations	2008	2012

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


Laurie J. Weber (Signature of Named Individual)

LIST OF VARIOUS LIQUOR AND FERMENTED MALT BEVERAGE LICENSE APPLICATIONS

Class B Combination License ("Class B" Liquor & Class "B" Fermented Malt Beverage)

<u>NAME</u>	<u>BUSINESS NAME</u>	<u>ADDRESS</u>
Ashland Baking Company, Inc.	Black Cat Coffeehouse	211 Chapple Ave.
Bay Area Civic Center, Inc.	Bay Area Civic Center (BACC)	320 4th Ave. W.
Bay City Cultural Center (Club)	Bohemian Hall	319 11 th Ave. E.
Besuga Taverns, Inc.	Harbor Bar	1222 Lake Shore Drive E.
Chequamegon Hotel, LLC	Hotel Chequamegon	101 W. Lake Shore Drive
CJ White, Inc. (contingent upon payment of outstanding utilities and 2018 Personal Property Taxes)	Niblick Bar & Grill	3000 Golf Course Road
Compass Group USA, Inc.	Chartwells	Ponzio Campus Center, 1411 Ellis
DOS DE ORO, LLC	El Dorado	2320 Lake Shore Drive West
E Triple J, Inc.	Neighborly Bar	1301 W. Main Street
Hanson, Bradley Alan	The 5th Quarter	301 Main St. E.
HPL, LLC	HPL	116 14 th Avenue East
Hugo's, Inc.	Hugo's	221 Sanborn Avenue
J & P King Family Enterprises, Inc.	Mugs	515 Main Street East
JCDOC LLC	The Safari	423 Main Street East
Monroe, Jr., James Smith	Office Bar	407 Main St. W.
New China Restaurant, Inc.	New China Restaurant	300 W. Lake Shore Drive
NRS Enterprises of Ashland LLC	Stagecoach Bar & Grill	315 Main Street East
Pizza Pub of Ashland, Inc.	The Pizza Pub	1402 East Lake Shore Drive
Scott & Ar's, LLC	Scott & Ar's	612-614 Main St. W.
Scribner, Todd Michael	Oredocker Saloon	1104 Lake Shore Drive East
Second Street Bistro LLC	Second Street Bistro	201 Main Street East
Solstice Outdoors LLC	Sandbar	2521 Lake Shore Drive West
The Deepwater LLC	Wilmarth's Deep Water Grille	808 West Main Street
Vintage Platter, Inc.	The Platter	315 Turner Road
Zenith Asset Company, LLC	AmericInn	3009 N. Lake Shore Drive E.

Class A Combination License ("Class A" Liquor & Class "A" Fermented Malt Beverage)

<u>NAME</u>	<u>BUSINESS NAME</u>	<u>ADDRESS</u>
Jay Ma Ambaji, Inc.	Star Liquor	821 Main St. W.
KRPS, Inc.	Super H Foods	511 East Main Street
Super One Liquor, LLC	Super One Liquor #805	505 Ellis Avenue

"Class A" Intoxicating Liquor (Cider Only) License

ABP, Inc.	6th Street Market	1413 6th St. W.
Chequamegon Food Cooperative	Chequamegon Food Cooperative	700 Main Street West
Coffey, Inc.	Lake Shore Holiday	915 Lake Shore Drive West
Indianhead Oil Co., LLC	Holiday Stationstore #459	110 Ellis Avenue
Krist Oil Company	Krist Food Mart #65	521 Lake Shore Drive E.
Kwik Trip, Inc.	Kwik Trip 163	515 Ellis Avenue
Kwik Trip, Inc.	Kwik Trip 118	2300 Lake Shore Drive East
Kwik Trip, Inc.	Kwik Trip 110	1814 Lake Shore Drive West
Midland Services, Inc.	Midland Services, Inc.	411 Sanborn Avenue
Wagner Ashland Shell, LLC	Ashland Shell	810 Lake Shore Drive West

Class "B" Fermented Malt Beverage & "Class C" Wine License

Frankies Pizza LLC	Frankie's Pizza	1315 Lake Shore Drive E.
--------------------	-----------------	--------------------------

Class "A" Retail - Fermented Malt Beverage License

ABP, Inc.	6th Street Market	1413 6th St. W.
Chequamegon Food Cooperative	Chequamegon Food Cooperative	700 Main Street West
Coffey, Inc.	Lake Shore Holiday	915 Lake Shore Drive West
Indianhead Oil Co., LLC	Holiday Stationstore #459	110 Ellis Avenue
Krist Oil Co.	Krist Food Mart #65	521 Lake Shore Drive E.
Kwik Trip, Inc.	Kwik Trip 163	515 Ellis Avenue
Kwik Trip, Inc.	Kwik Trip 118	2300 Lake Shore Drive East
Kwik Trip, Inc.	Kwik Trip 110	1814 Lake Shore Drive West
Midland Services, Inc.	Midland Services, Inc.	411 Sanborn Avenue
River Rock Inn and Bait Shop LLC	River Rock Inn and Bait Shop	1200 West Lake Shore Drive
Wagner Ashland Shell, LLC	Ashland Shell	810 Lake Shore Drive West

MISCELLANEOUS LICENSES

Arcade License

National Entertainment Network, LLC, 2500 E. Lake Shore Drive
(They have a space at the Wal-Mart store for their machines for the arcade)

Recycling Facility/Salvage License

Chicago Iron & Supplies, 701 22nd Avenue East

C.W.O. Auto & Scrap Removal, LLC, 2805 Holmes Road & 202 Prentice Ave.

Eagle Waste & Recycling, Inc. 405 Industrial Park Road

Waste Management, 600 Industrial Park Road

Mobile Home Park License

Fernco Development Ltd, Lenco Development Ltd and Norco Development
Ltd. for Kenwood Terrace & Whispering Pines

Pawnbroker License

Bay Area Pawn, Inc. (Frank Kostka), 421 West Lake Shore Drive
(contingent upon payment of outstanding 2018 Personal Property Taxes and 2018 Real Estate
Taxes)

Taxicab License

Sarah Bowker & Jamie Nelson (dba Ashland Drives Taxi), 522 Willis Avenue

SUBJECT: Operators' Licenses

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Police Department

EXHIBITS:

EXPENDITURES REQUIRED:

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The following individuals have applied for an operator's license:

Trisha L. Griffiths

William Torres

Nancy L. Tobisch

Stacey L. Parkes

Emily M. Melco

Max A. Vordenbrug

SUBJECT: Public Hearing Regarding 2019 City of Ashland Community Development Block Grant-Public Facilities (CDBG-PF) Project Application to Fund Vaughn Avenue and 7th Street West Reconstruction Project (*Roll*)

RECOMMENDATION:

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES:

EXHIBITS:

1. CDBG 2019 Proposed Service Area
2. CDBG 2019 Proposed Service Area with Utilities
3. CDBG Grant Narrative

EXPENDITURES REQUIRED:

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

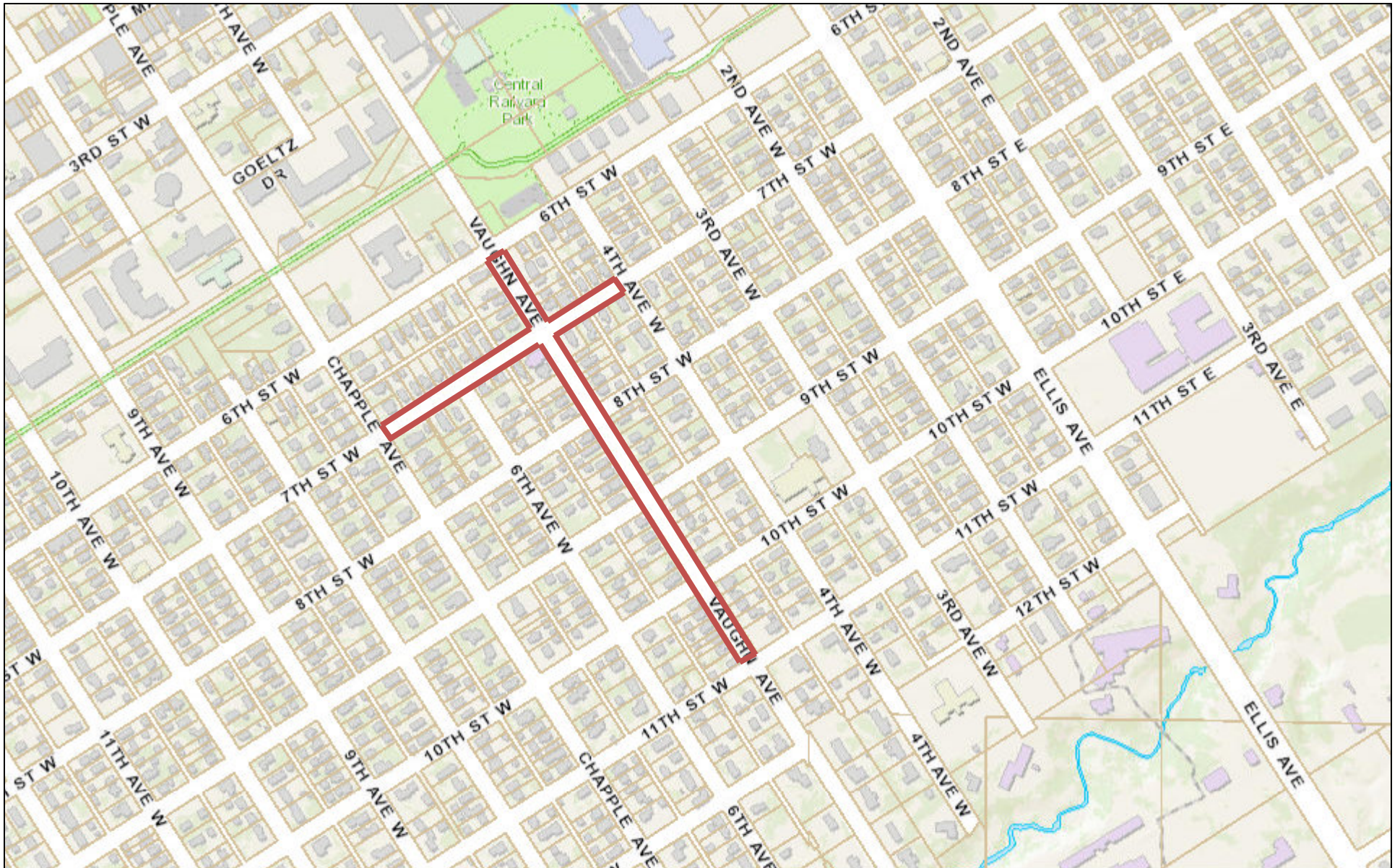
TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

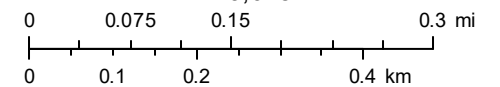
SUMMARY STATEMENT:

CDBG 2019 Proposed Service Area



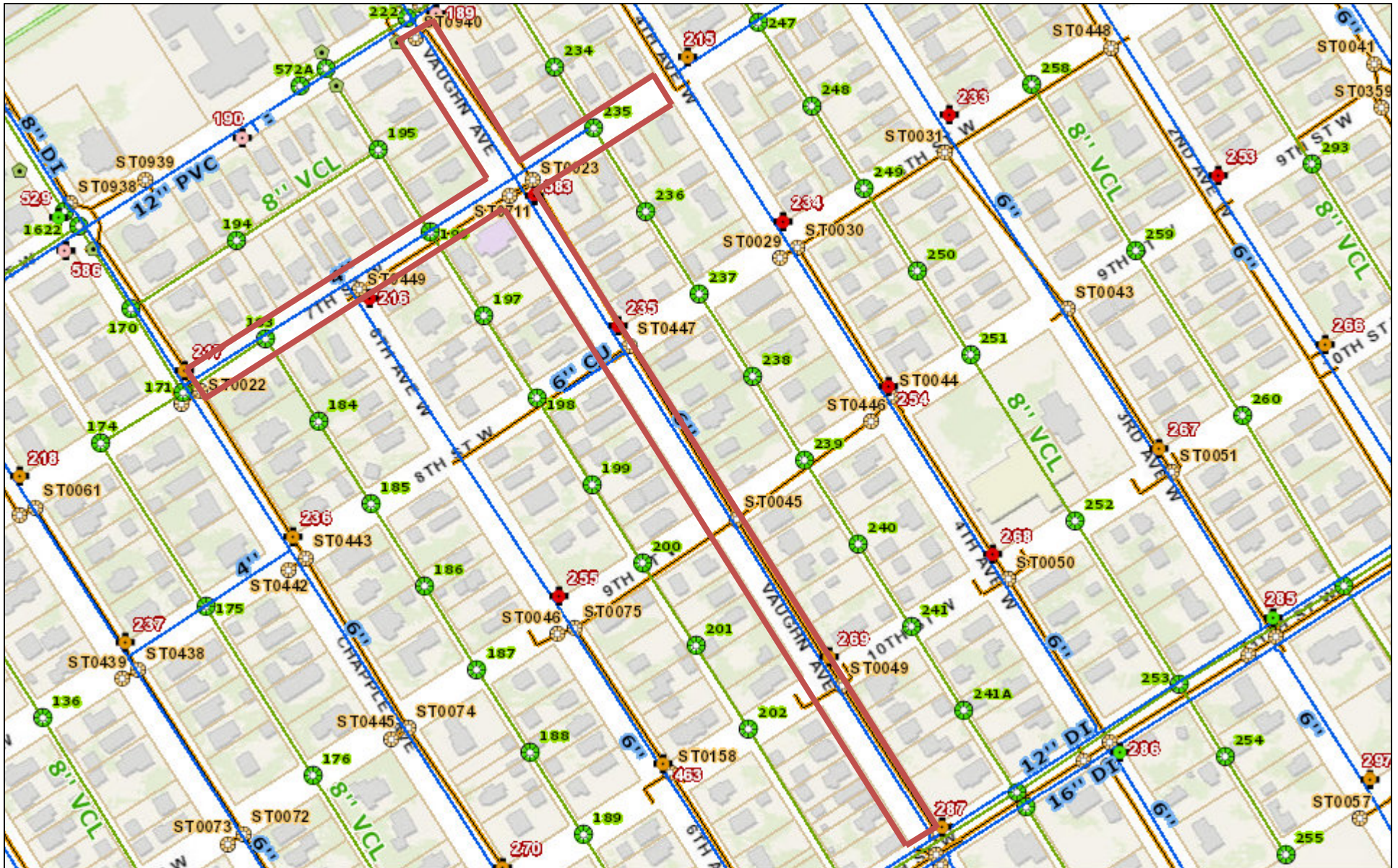
3/8/2019, 8:17:36 AM

1:9,028



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

CDBG 2019 Proposed Service Area with Utilities



3/8/2019, 8:22:44 AM

Lines

Override 1

Hydrants

Red 100-499



Orange 500 - 999



Green 1000 - 1350



Unknown Flow

Water Structures

<all other values>



Ashland Water Tower



Binsfield Rd Booster Station



Binsfield Rd Standpipe



Water Treatment Plant

1:4,514

0 0.0375 0.075 0.15 mi

0 0.05 0.1 0.2 km

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

Vaughn Avenue from 6th Street West to 11th Street West

1. Current condition of the problem:

Vaughn Avenue between 6th Street and 11th Street is considered a Collector road under the Wisconsin Department of Transportation (WisDOT) Road Functional Classification System. It is one of the main road connectors to the west end business district from residential areas to the south. The area is served by a substandard 6 inch sand cast water main that was originally installed between 1886 and 1889. City water mains of this age have frequently experienced water main breaks resulting in costly repairs. The 3 fire hydrants along Vaughn Avenue have fire flow rates ranging from 410 GPM to 550 GPM. Code minimum flow rate is 500 GPM so existing hydrants are below or barely above the code minimum. Hydrant spacing by code is 600 feet and at one point hydrants are spaced 725 feet apart. There are 49 residential properties connected to the water main within the proposed project area. 31 of the properties have lead service pipes at some point between the water main and building. 26 of these have lead pipes on the public side within the right of way where work will take place. Persons with lead water services may be exposed to elevated lead amounts daily. Lead in drinking water, much of which is due to lead service pipes, has been linked to damage to the central and peripheral nervous system, learning disabilities, shorter stature, impaired hearing, and impaired formation and function of blood cells. The pavement surface is in very poor condition with majority having a pavement condition rating of 2 which indicates severe deterioration with a need for full reconstruction. Storm sewer manholes and pipes are also in poor condition.

2. Frequency with which problem occurs:

There are 49 buildings connected to the 6 inch water main. 26 of the 49 buildings have lead water service within the public right of way. The poor pavement condition causes more wear and tear on vehicles which may cause more vehicle repair costs. The average daily traffic is 1237. This occurs daily.

3. Number of persons and/or households affected by the problem.

There are 49 residential properties connected to the water main within the proposed project area. 31 of the properties have lead service pipes at some point between the water main and building. 26 of these have lead pipes on the public side within the right of way where work will take place.

4. Effects of the problem if left untreated:

Properties with lead service pipes will continue to obtain City water that may have elevated lead in their drinking water. Prolonged consuming of lead contaminated water may cause severe health problems. Water main breaks will remain a high possibility

which will cause more frequent water service interruption while making repairs. Continued substandard fire protection. The road itself will have to be maintained with lesser cost options and more frequently as pavement surface deterioration continues. This method to keep the road in service could be compared to putting a band-aid on a bullet wound. It will not fix the problem.

5. Extent to which this proposed CDBG-PF project will alleviate the problem:

All lead water services between the new water main and property line will be replaced with copper pipe. This will significantly reduce the lead in 26 properties that presently have lead water service pipe. Property owners with lead pipes between the property line and building will have the opportunity to get their private side lead pipes replaced, likely at a reduced cost due to the scope of the project. Additional water control valves will reduce water service interruption if water main repairs are needed. Water service interruptions due to water main breaks will virtually be eliminated for decades. Fire protection will be much improved with new properly sized hydrants and increased fire flows. The road surface will be designed for a 30-40 year life span with proper maintenance processes. The new road surface may change driving habits shifting some additional traffic to the new road and reducing traffic on other nearby roads that were used due to the poor condition of Vaughn Avenue.

6. Scope of work:

The work will include: Reconstruction of 1800 feet of road to include new base, new asphalt pavement, and new curb & gutter; Replacing 1800 feet of 1880 circa water main with new 8 inch water main; Install 4 new fire hydrants; Replacing 49 water services 26 of which are presently lead; Replacing 1800 feet of storm sewer; Improving handicap sidewalk accessibility.

7th Street West from 4th Avenue West to Chapple Avenue

1. Current condition of the problem:

7th Street between 4th Ave. W. and Chapple Ave. (7th Ave. W.) is a local residential road that also connects with Vaughn Avenue. The water main is 4 inch diameter. The code minimum standard is 6 inch diameter. The water main was installed in 1889. Water mains of this age have frequently experienced water main breaks resulting in costly repairs and disruption of water service to residents. There are 18 properties connected to the 4 inch water main. 14 of the water services are lead pipe. Persons with lead water services may be exposed to elevated lead amounts daily. Lead in drinking water, much of which is due to lead service pipes, has been linked to damage to the central and peripheral nervous system, learning disabilities, shorter stature, impaired hearing, and impaired formation and function of blood cells. The fire hydrant at 6th Ave. W. has a fire flow rating of 470 GPM, below the 500 GPM standard. The pavement surface is in poor condition and has a pavement condition rating of 3. There is 177 feet of sanitary sewer installed in 1891 that will be replaced.

2. Frequency with which problem occurs:

There are 18 buildings connected to the substandard 4 inch water main. 14 of the 18 buildings have lead water service within the public right of way. The poor pavement condition causes more wear and tear on vehicles which may cause more vehicle repair costs. This occurs daily.

3. Number of persons and/or households affected by the problem.

There are 18 residential properties connected to the water main within the proposed project area. 14 of the properties have lead service pipes at some point between the water main and building.

4. Effects of the problem if left untreated:

Properties with lead service pipes will continue to obtain City water that may have elevated lead in their drinking water. Prolonged consuming of lead contaminated water may cause severe health problems. Water main breaks will remain a high possibility which will cause more frequent water service interruption while making repairs. Fire protection will continue to be substandard. The road itself will have to be maintained with lesser cost options and more frequently as pavement surface deterioration continues. This method to keep the road in service could be compared to putting a band-aid on a bullet wound. It will not fix the problem..

5. Extent to which this proposed CDBG-PF project will alleviate the problem:

All lead water services between the new water main and property line will be replaced with copper pipe. This will significantly reduce the lead in 14 properties that presently have lead water service pipe. Property owners with lead pipes between the property line and building will have the opportunity to get their private side lead pipes replaced, likely at a reduced cost due to the scope of the project. Water service interruptions due to water main breaks will virtually be eliminated for decades. Additional water control valves will reduce water service interruption if water main repairs are needed. Fire protection will be much improved with new properly sized hydrants and increased fire flows. The road surface will be designed for a 30-40 year life span with proper maintenance processes. The new road surface may change driving habits shifting some additional traffic to the new road and reducing traffic on other nearby roads that were used due to the poor condition of Vaughn Avenue.

6. Scope of work:

The work will include: Reconstruction of 1050 feet of road to include new base, new asphalt pavement, and new curb & gutter; Replacing 1050 feet of 1880 circa water main with new 8 inch water main; Install 2 new fire hydrants; Replacing 18 water services 14 of which are presently lead; Replacing 340 feet of storm sewer; Replacing 170 feet of sanitary sewer main; Improving handicap sidewalk accessibility.

SUBJECT: Approve a Resolution to Apply for a 2019 Community Development Block Grant - Public Facilities (CDBG-PF) Grant in the Amount of \$1 Million for Reconstruction of Portions of Vaughn Avenue and 7th Street West (*Voice*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development

EXHIBITS: 1. Proposed Resolution

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

Reconstruction of portions of Vaughn Avenue from 6th Street West to 11th Street West, and 7th Street West from 4th Avenue West to Chapple Avenue is slated for 2020. Included in this project will be the upgrading and replacement of all underground utilities within the service area.

Every two years, the City has the opportunity to apply for a Community Development Block Grant (CDBG) to be used for projects of this enormity.

The Planning Department is requesting permission from Council to submit an application to the Wisconsin Department of Administration, Division of Energy, housing and Community Resources, for Federal monies to be applied to the Vaughn Avenue Reconstruction Project.

RESOLUTION TO APPLY FOR A 2019 COMMUNITY DEVELOPMENT BLOCK GRANT – PUBLIC FACILITIES (CDBG-PF) IN THE AMOUNT OF \$1 MILLION FOR RECONSTRUCTION OF PORTIONS OF VAUGHN AVENUE AND 7TH AVENUE WEST

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

Whereas, after public hearing and due consideration by the Public Works and Planning & Development Departments, the Ashland City Council recommends that an application be submitted to DOA for the following project(s):

Reconstruction of Vaughn Avenue from 6th Street West to 11th Street West and 7th Street West from 4th Avenue West to Chapple Avenue and replacement of all underground utilities within the service area; and

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

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

Now, Therefore, Be It Resolved, that the City Council does hereby approve and authorize the preparation and filing of an application for the above-named project(s); and that the Mayor is hereby authorized to sign all necessary documents on behalf of the City; and that authority is hereby granted to the Department of Planning and Development to take the necessary steps to file the application for funds under this program in accordance with this resolution.

PASSED: May 14, 2019

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

SUBJECT: Approve a Request from Nancy Szyndor DBA Bay City Cultural Center to Forgive 2018 Property Tax (Roll)

RECOMMENDATION: As Council Desires

DEPARTMENT OF ORIGIN: Finance

CLEARANCES: Finance, Clerk

EXHIBITS:

1. Request from Bay City Cultural Center, 01-17-2019
2. Receipt for Payment of Real Estate Property Taxes for 2018
3. Breakout of 2018 Tax Collected
4. Tax Exempt Report for 2018
5. State of WI Property Tax Exemption Request, Form PR-230
6. WI DOR Excerpt RE: Tax Exempt Properties

EXPENDITURES REQUIRED: \$ 52.37

AMOUNT BUDGETED: \$2500.00 Budgeted for Uncollectible Taxes and Refunds

APPROPRIATION REQUIRED: \$ 52.37

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

Bay City Cultural Center, a non profit entity, purchased a building formerly known as the Bohemian Hall, in September of 2017 from Western Fraternal LF Association. Because the former owner was exempt from taxes, Bay City Cultural Center did not receiving a tax bill for 2017.

In early 2018, the Ashland County tax lister prepared Wisconsin Department of Revenue form PC -220 (Tax Exemption Report) for this parcel and listed Bay City Cultural Center. This form was to be completed by the owner every two years and returned to the City Clerk's office in order to remain tax exempt. It is used to compile information that is filed electronically with the Wisconsin Department of Revenue on the Taxation District Exemption Summary Report PC-226.

Bay City Cultural Center was not made aware that it also needed to complete form PR-230 with the assessor by March 1, 2018 for the 2018 tax year, requesting exemption for the same parcel.

On May 1, 2018, the assessor sent a letter of assessment to Bay City Cultural Center notifying them of the assessed value increasing from \$0 to \$8,700. This letter further explains the steps to appeal an assessment. Bay City Cultural Center did not file an appeal to the assessor at the open book hearing or request to be heard at the board of review in 2018.

Bay City Cultural Center has since filed the PR-230 with the assessor and has been approved for tax exemption for 2019.

Bay City Cultural Center is requesting a refund of the 2018 property taxes. If approved, the City will not be able to charge back the other taxing entities for their portion of the tax bill therefore the City's portion of the total \$152.17 2018 property tax bill is \$52.37.

Bay City Cultural Center

1/17/2019

319 11th Ave E
Ashland. WI 54806

Dear Ashland City Council:

The Bay City Cultural Center, a not-for-profit corporation also known as the Bohemian Hall, erroneously received a tax bill in the amount of \$152.17 for the building located at 319 11th Avenue East. We brought this to the City Treasurer's attention, and investigated the reason for the tax bill, as the required tax exemption paperwork was completed and filed with the Clerk last year.

Upon investigation, we found that a copy of this documentation is provided to the tax assessor. The tax assessor claims that we should have filled out another form, which was never provided to us, despite their having a copy of our tax exemption report from the previous year. The assessor subsequently emailed a copy of the new form for us to submit by March of this year.

The Bay City Cultural Center should not be liable for this tax bill because the assessor had information showing that the building is owned and operated by a not-for-profit corporation, and the organization was not notified that additional documentation was required.

We are requesting a refund in the amount of \$152.17, which is the total of the taxes which were paid.

Sincerely,

Nancy Sztynдор

Bay City Cultural Center

Receipt for Payment of Real Estate Property Taxes for 2018

01/17/2019

Parcel #:
Computer #: 201-01771-0000

CITY OF ASHLAND
ASHLAND COUNTY

Bill #: 1194
Total Land: 8,600
Tot. Improve: 100
Total Value: 8,700
Est. Fair Mkt: 9,600
Ratio: 0.9092
Lottery Credit: 0.00

Property Address: 319 11TH E AVE
Vol./Page: / /
Section/Town/Range: 33-48N- 4W
Acres: 0.000

Legal Description:
LOTS 13 THRU 24 BLOCK 131 EL
LIS DIVISION

Payment Date: 01/17/2019
Batch: 201167
Receipt #: 2252

Total Amount Due: 152.17
Total Amount Paid: 152.17
General Property Tax Paid: 152.17
Special Assessment Paid: 0.00
Special Charges Paid: 0.00
Delinquent Util. Chrg Paid: 0.00
Private Forest Crop Paid: 0.00
Woodland Tax Law Paid: 0.00
Managed Forest Land Paid: 0.00
Interest Paid: 0.00
Penalty Paid: 0.00
Balance Due Postponed: 0.00
Balance Due Delinquent: 0.00
Interest JAN 2019: 0.00
Penalty JAN 2019: 0.00

Overpayment: 0.00

Check: 152.17

Note: CK#1061 BAY CITY CULTURAL CENT

If Paid By Check, Tax Receipt Is Not Valid Until Check Has Cleared All Banks.

RECEIVED BY:

ASHLAND CITY TREASURER
BARBARA CLEMENT
601 MAIN STREET WEST
ASHLAND WI 54806-0747

BAY CITY CULTURAL CENTER, INC
1521 6TH ST E
ASHLAND WI 54806

1. ☐ Town ☐ Village ☐ City of ASHLAND, ASHLAND County Co Mun Code 02 201

2. Account No. 201-01771-0000 Property Owner BAY CITY CULTURAL CENTER

3.

IDENTIFY TAXING JURISDICTION 1	NET TAX (COL. 5 TAX BILL) 2	ADD SCH LEVY TAX CR. TO SCH & TOTAL TAX 3	GROSS TAXES BY TAXING JURISDICTION 4	PERCENT (EXPRESSED AS A DECIMAL) 5	AMOUNT OF PROP. TAX 6	AMOUNT TO BE CHARGED BACK TO EACH JURISDICTION 7
A. STATE of <u>Wisconsin</u>	<u>0.00</u>		<u>0.00</u>	=	X <u>152.17</u>	= <u>0.00</u>
B. COUNTY of <u>ASHLAND</u>	<u>56.80</u>		<u>56.80</u>	= <u>0.230071290</u>	X <u>152.17</u>	= <u>35.01</u>
C. SPECIAL DIST. _____				=	X <u>152.17</u>	= <u>0.00</u>
D. LOCAL <u>ASHLAND</u>	<u>84.96</u>		<u>84.96</u>	= <u>0.344134802</u>	X <u>152.17</u>	= <u>52.37</u>
E. SCHOOL DIST. <u>ASHLAND</u>	<u>85.37</u>	+ <u>16.12</u>	= <u>101.49</u>	= <u>0.411090408</u>	X <u>152.17</u>	= <u>62.56</u>
F. UNION HIGH _____				=	X <u>152.17</u>	= <u>0.00</u>
G. TECH. COL. <u>WITC</u>	<u>3.63</u>		<u>3.63</u>	= <u>0.014703500</u>	X <u>152.17</u>	= <u>2.24</u>
H. SUB TOTALS	<u>230.76</u>	+ <u>16.12</u>	= <u>246.88</u>	= <u>1.000000000</u>		<u>152.17</u>
I. APPLICABLE LOTTERY CREDIT					+	
TOTALS	<u>230.76</u>					<u>152.17</u>

Tax Exemption Report For 2018 (Year)

THIS FORM MUST BE FILED WITH THE LOCAL CLERK NO LATER
THAN MARCH 31 in even numbered years (sec. 70.337, Wis. Stats.)
(See Instructions on Reverse Side)

201-01771-0000

CHANGE DATE: 09/27/2017

BAY CITY CULTURAL CENTER, INC
1521 6TH ST E
ASHLAND WI 54806
343189
SC: 0170
319 11TH AVE E

3. Purpose of Organization

County

201-01771-0000

2

PLAT: N/A-NOT AVAILABLE CH: 09/27/2017
LOTS 13 THRU 24 BLOCK 131 ELLIS DIVISION

6. Date Acquired (mm-dd-yyyy)

7. Number of Acres

10. Purpose of Property Check the box that best describes the property.
See instructions if parcel has more than one building put to different uses.

Exemption Under Wis. Stat.

Church/Religious

- ☐ Place of Worship s. 70.11(4)
☐ Other s. 70.11()
(Explain)

Educational (Incl. religious)

- ☐ Grades K-12 s. 70.11(4)
☐ Private College s. 70.11(3)
☐ Other s. 70.11()
(Explain)

Medical Facility

- ☐ Non-Profit Hospital (Incl. religious) s. 70.11(4m)
☐ Medical Research Foundation s. 70.11(25)
☐ Other s. 70.11()
(Explain)

Housing

- ☐ Nursing Home (Incl. religious) ss. 70.11(4), (18)
☐ Retirement Home (Incl. religious) ss. 70.11(3a), (4)
☐ Other ss. 70.11(3a), (18), (19), ()
(Explain)

☒ **Public Benefit**

YMCA/YWCA, Scouts, Boys' Club, Youth Hockey,
Lions Camp, Bible Camp, Camp for Handicapped,
Women's Club, Historical Society, Library Assoc.,
Fraternal, Labor/Farmers' Temple, Agri Fair,
Nonprofit Radio, Theatre, Art Gallery,
Sports and Entertainment Facility/Stadium,
Humane Society,
Historical Site, Public Trust

ss. 70.11(10), (12), (32)
ss. 70.11(10m), (11), (22)
ss. 70.11(4), (31m)
ss. 70.11(4), (5), (16), (17)
ss. 70.11(14), (29), (29m)
ss. 70.11(31)(36)
ss. 70.11(28)
ss. 70.11(9), (20), (34), (35)

- ☐ Other ss. 70.11()
(Explain)

14. Name and Title

15. Street Address

16. City

State

Zip

11. Estimated Fair Market Value of Parcel Check box that best
approximates the value of all improvements and land of property
described in Question 10.

- ☐ 1. \$1.00 - \$10,000 ☐ 8. \$5,000,001 - \$10,000,000
☒ 2. \$10,001 - \$100,000 ☐ 9. \$10,000,001 - \$15,000,000
☐ 3. \$100,001 - \$200,000 ☐ 10. \$15,000,001 - \$25,000,000
☐ 4. \$200,001 - \$500,000 ☐ 11. \$25,000,001 - \$50,000,000
☐ 5. \$500,001 - \$1,000,000 ☐ 12. \$50,000,001 - \$75,000,000
☐ 6. \$1,000,001 - \$2,000,000 ☐ 13. \$75,000,001 - \$100,000,000
☐ 7. \$2,000,001 - \$5,000,000 ☐ 14. OVER \$100 million

12. Leasing of Property Was any portion of this property leased during
the preceding two years?

- ☒ No ☐ Yes

If yes, describe portion leased, percentage of property, lessee, and
how lease payment was used.

13. Unrelated Trade or Business

Was this property used in an unrelated trade or business for which the
owner was subject to taxation under section 511 to 515 of the Internal
Revenue Code?

- ☐ Yes ☒ No

17. Signature

18. Telephone

19. Date (mm-dd-yyyy)

20. Email

Tax Exemption Report For 2016

(Year)

THIS FORM MUST BE FILED WITH THE LOCAL CLERK NO LATER THAN MARCH 31 in even numbered years (sec. 70.337, Wis. Stats.)

(See instructions on Reverse Side)

201-01771-0000

WESTERN FRATRNL LF ASSN

CH: 11/13/2003

C/O MARK DROLSON

319 11TH AVENUE E

ASHLAND WI 54806

SC: 0170

319 11TH AVE E

PLAT: N/A-NOT AVAILABLE

3. Purpose of Organization

4. Location of Property

☐ Town

☐ Village

☐ City of

County

5. Street Address of Property

6. Date Acquired (mm-dd-yyyy)

7. Number of Acres

8. Parcel Number

201-01771-0000

2

CHANGE DATE: 11/13/2003

LOTS 13 THRU 24 BLOCK 131 ELLIS DIVISION

10. Purpose of Property Check the box that best describes the property. See instructions if parcel has more than one building put to different uses.

Exemption Under Wis. Stat.

Church/Religious

☐ Place of Worship

s. 70.11(4)

☐ Other

s. 70.11()

(Explain)

Educational (Incl. religious)

☐ Grades K-12

s. 70.11(4)

☐ Private College

s. 70.11(3)

☐ Other

s. 70.11()

(Explain)

Medical Facility

☐ Non-Profit Hospital (Incl. religious)

s. 70.11(4m)

☐ Medical Research Foundation

s. 70.11(25)

☐ Other

s. 70.11()

(Explain)

Housing

☐ Nursing Home (Incl. religious)

ss. 70.11(4), (19)

☐ Retirement Home (Incl. religious)

ss. 70.11(3a), (4)

☐ Other

ss. 70.11(3a), (18), (19), ()

(Explain)

☒ Public Benefit

YMCA/YWCA, Scouts, Boys' Club, Youth Hockey,

ss. 70.11(10), (12), (32)

Lions Camp, Bible Camp, Camp for Handicapped,

ss. 70.11(10m), (11), (22)

Women's Club, Historical Society, Library Assoc.,

ss. 70.11(4), (31m)

Fraternal, Labor/Farmers' Temple, Agri Fair,

ss. 70.11(4), (5), (16), (17)

Nonprofit Radio, Theatre, Art Gallery,

ss. 70.11(14), (29), (29m)

Sports and Entertainment Facility/Stadium,

ss. 70.11(31)(36)

Humane Society,

ss. 70.11(28)

Historical Site, Public Trust

ss. 70.11(9), (20), (34), (35)

☐ Other

ss. 70.11()

(Explain)

11. Estimated Fair Market Value of Parcel Check box that best approximates the value of all improvements and land of property described in Question 10.

☐ 1. \$1.00 - \$10,000

☐ 8. \$5,000,001 - \$10,000,000

☒ 2. \$10,001 - \$100,000

☐ 9. \$10,000,001 - \$15,000,000

☐ 3. \$100,001 - \$200,000

☐ 10. \$15,000,001 - \$25,000,000

☐ 4. \$200,001 - \$500,000

☐ 11. \$25,000,001 - \$50,000,000

☐ 5. \$500,001 - \$1,000,000

☐ 12. \$50,000,001 - \$75,000,000

☐ 6. \$1,000,001 - \$2,000,000

☐ 13. \$75,000,001 - \$100,000,000

☐ 7. \$2,000,001 - \$5,000,000

☐ 14. OVER \$100 million

12. Leasing of Property Was any portion of this property leased during the preceding two years?

☒ No

☐ Yes

If yes, describe portion leased, percentage of property, lessee, and how lease payment was used.

13. Unrelated Trade or Business

Was this property used in an unrelated trade or business for which the owner was subject to taxation under section 511 to 515 of the Internal Revenue Code?

☐ Yes

☒ No

14. Name and Title

15. Signature

16. Telephone

MARK DROLSON TREASURER

Mark Drolson

(715) 682-2806

17. Street Address

City

State

Zip

18. Date (mm-dd-yyyy)

2117 3RD ST. WEST

ASHLAND

WI

54806

03/08/2016



STATE OF WISCONSIN

PROPERTY TAX EXEMPTION REQUEST

Wisconsin Statutes require completion of this form – in its entirety – to be eligible for exemption from the Wisconsin property tax. **Failure to do so may result in denial of exemption.** The completed form and any attachments must be filed with the assessor of the taxation district in which the property is located by **March 1** to be eligible for exemption for the current assessment year. Refer to Stat., Sec. 70.11 and the *Wisconsin Property Assessment Manual* for additional information regarding property tax exemption. If more space is needed for any questions, use the “Additional Information” box on page 4 or attach additional sheets.

SECTION 1 – APPLICANT INFORMATION

1. Applicant Name		Date / /
2. Applicant is ☐ Sole proprietorship ☐ WI Chapter 181 corporation ☐ WI unincorporated nonprofit association ☐ Other (<i>please explain</i>):		
3. Contact person: Address: Telephone number(s): Email: Relationship to applicant:	4. Registered agent: Address: Telephone number(s): Email:	
5. Mailing address and phone number of Applicant if different than Contact Person:		
6. Identify each organizational officer, the officer's address, the telephone number and the position held within the requesting organization.		
7a. Please identify the use of the property:		
☐ Agricultural Fair ☐ YMCA/YWCA ☐ Cemetery ☐ Farmer's Temple ☐ Held for Public Interest ☐ Industrial Development Agencies ☐ Sports/Entertainment ☐ Mental/Physical Disabled Camp ☐ Local Exposition ☐ Educational ☐ Women's Club	☐ Library ☐ Fire Company ☐ Lions Camp ☐ Archaeological Site ☐ Housing ☐ Waste Treatment ☐ Humane Society ☐ Railroad Historic Society ☐ Historic/Architectural ☐ Religious ☐ Historical Society	☐ Rehabilitation ☐ Military ☐ Bible Camp ☐ Art Gallery ☐ Disability Camps ☐ Radio Station ☐ Youth Hockey ☐ Youth Baseball Association ☐ Dependent & Development Disability ☐ Professional Sport/Entertainment Stadium ☐ Other (<i>please explain in the "Additional information" box on page 4</i>)
7b. Identify the precise statutory reference and language supporting the exemption.		
8. State the organization's purpose, mission, and primary goal:		
9. Describe the services provided by the organization:		
10. List the primary beneficiaries of the services:		
11. Is there a fee charged, or revenue earned, for services provided? ☐ Yes ☐ No ☐ N/A If Yes, what is the amount of the fee charged or revenue earned?		
12. Do you provide any free service? ☐ Yes ☐ No ☐ N/A If Yes, explain:		
13. What percent of recipients receive free service (on an annual basis) ☐ N/A _____ %		
14. Do you provide service to anyone at below market or reduced rates? ☐ Yes ☐ No ☐ N/A If Yes, explain:		

SECTION 4 – ATTACHMENTS

31. ATTACH COPIES OF THE FOLLOWING DOCUMENTS:

A. Documents regarding applicant, owner, tenant(s), or occupant(s) of the Subject Property (where applicable):

1. Proof of non-profit status (e.g. Determination Letter under I.R.C. 501(c)(3)).
2. Partnership Agreement, Association Documents, Articles of Incorporation, Charter and By-laws, including any amendments thereto.
3. Latest annual report filed with State Department of Financial Institutions.
4. Curriculum of educational courses offered.
5. Part II of Form 1023 (Application for Recognition of Exemption) filed with the Internal Revenue Service.
6. Form 990 (Return of Organization Exempt from Income Tax).
7. Form 990T (Exempt Organization Business Income Tax Return).
8. Ordination papers for the occupants if the Subject Property is to be considered eligible as housing for pastors and their ordained assistants, members of religious order and communities, or ordained teachers.
9. Leases and subleases affecting the Subject Property or any part thereof, including all amendments thereto.
10. Concessionaire agreements, license agreements, and other documents regarding the use of occupancy of the Subject Property or any part thereof, including all amendments thereto.
11. Covenants, restrictions, rules and regulations (recorded or unrecorded), and all amendments thereto, affecting use or occupancy of the Subject Property or title thereto and all amendments thereto.
12. Mortgages (recorded or unrecorded) affecting the Subject Property.
13. Copy of the documents listed in 1 through 12 above as the same relate to any tenant or occupant of the property.
14. Any other information that would aid in determining exempt status.

B. Documents regarding the Subject Property:

1. Survey of the Subject Property. This includes certified survey maps and subdivision maps and plats.
2. An Appraisal of the Subject Property.
3. Deeds or instruments of conveyance by which organization acquired interest in the Subject Property.
4. Any other information that would aid in determining exempt status.

SECTION 5 – AFFIDAVIT

Under penalties of perjury, I, on behalf of the above-named organization/Applicant, hereby certify that I am authorized to sign and submit this application, and that the information and documents submitted herewith are true and correct to the best of my knowledge and belief.

Title	Telephone () —	Date
Signature	Name (<i>printed</i>)	

STATE OF WISCONSIN
COUNTY OF: _____

Subscribed and sworn to before me this _____ day of _____, _____

Notary Public
My Commission expires on _____

(Seal)

Note: The following text is an excerpt from Stat., Sec. 70.11. Refer to current Wisconsin Statutes for the complete language or sections applicable to the exemption of property from taxation.

70.11 Property exempted from taxation. The property described in this section is exempted from general property taxes if the property is exempt under sub. (1), (2), (18), (21), (27) or (30); if it was exempt for the previous year and its use, occupancy or ownership did not change in a way that makes it taxable; if the property was taxable for the previous year, the use, occupancy or ownership of the property changed in a way that makes it exempt and its owner, on or before March 1, files with the assessor of the taxation district where the property is located a form that the department of revenue prescribes or if the property did not exist in the previous year and its owner, on or before March 1, files with the assessor of the taxation district where the property is located a form that the department of revenue prescribes. Except as provided in subs. (3m)(c), (4)(b), (4a) (f), and (4d), leasing a part of the property described in this section does not render it taxable if the lessor uses all of the leasehold income for maintenance of the leased property, construction debt retirement of the leased property or both and if the lessee would be exempt from taxation under this chapter if it owned the property. Any lessor who claims that leased property is exempt from taxation under this chapter shall, upon request by the tax assessor, provide records relating to the lessor's use of the income from the leased property.

Additional information:

State of Wisconsin
Department of Revenue

Tax Exempt Properties

1. Who should file the tax exempt property data and by when?
2. What does the municipal clerk do with the data?
3. Which property types require a report?

1. Who should file the tax exempt property data and by when?

In *even* years, the property owner (or representative) must file the Tax Exemption Report (Form PC-220) for single parcels or Form PC-220A for multiple parcels, with the Municipal Clerk no later than March 31. (sec. 70.337, Wis. Stats.)

2. What does the municipal clerk do with the data?

The clerk compiles the data and enters it on the Taxation District Exemption Summary Report (Form PC-226). This form is located on the Wisconsin Department of Revenue website at: revenue.wi.gov/Pages/Form/govexmpt-Home.aspx.

3. Which property types require a report?

Must file a report for: (sec. 70.11, Wis. Stats.)

- a. Church/Religious- place of Worship under sec. 70.11(14), Wis. Stats.
- b. Other Church/Religious under sec. 70.11, Wis. Stats.
- c. Private Educational Schools under sec. 70.11(4), Wis. Stats.
- d. Private Colleges under sec. 70.11(3), Wis. Stats.
- e. Other Education under sec. 70.11, Wis. Stats.
- f. Medical facility - (includes religious) Non-Profit Hospital under sec. 70.11(4m), Wis. Stats.
- g. Medical Research Foundation under sec. 70.11(25), Wis. Stats.
- h. Other Medical Facility under sec. 70.11, Wis. Stats.
- i. Housing - (includes religious), Nursing Home under sec. 70.11(4),(19), Wis. Stats.
- j. Retirement Home under sec. 70.11(3a),(4), Wis. Stats.
- k. Other Housing under sec. 70.11(3a),(18),(19), Wis. Stats.
- l. Public Benefit - YMCA/YWCA, Scouts, Boys' Club, Youth Hockey under sec. 70.11(10),(12),(32), Wis. Stats.
- m. Lions Camp, Bible Camp, Camp for Handicapped under sec. 70.11(10m),(11),(22), Wis. Stats.
- n. Women's Club, Historical Society, Library Assoc. under sec. 70.11(4),(31m), Wis. Stats.
- o. Fraternal, Labor/Farmers' Temple, Agri Fair under sec. 70.11(4),(5),(16),(17), Wis. Stats.
- p. Nonprofit Radio, theatre, Art Gallery under sec. 70.11(14),(29),(29m), Wis. Stats.
- q. Sports and Entertainment Facility/Stadium under sec. 70.11(31)(36), Wis. Stats.
- r. Humane Society under sec. 70.11(28), Wis. Stats.
- s. Historical Site, Public Trust under sec. 70.11(9),(20),(34),(35), Wis. Stats.

t. All other under sec. 70.11, Wis. Stats.

Do not have to file a report for: (sec. 70.11, Wis. Stats.)

- a. Property owned by the Federal, State, County and Municipal Governments including State and county forests
- b. Cemeteries, exempt under sec. 70.11(13), Wis. Stats.
- c. Archeological sites, exempt under sec. 70.11(13m), Wis. Stats.
- d. Manure storage facilities, exempt under sec. 70.11(15), Wis. Stats.
- e. Secondary containment structures used to prevent leakage of liquid fertilizer or pesticides, exempt under sec. 70.11(15m), Wis. Stats.
- f. Treatment plant and pollution abatement equipment, exempt under sec. 70.11(21), Wis. Stats.
- g. All perennial plants that produce an annual crop, exempt under sec. 70.77(30), Wis. Stats.
- h. Property of housing authorities exempt under sec. 70.11(18), Wis. Stats., if a payment in lieu of taxes is made for that property
 - i. Lake beds owned by the State
 - j. Highways, as defined in sec. 340.01(22), Wis. Stats.
- k. Utility property assessed under Chapter 76
- l. Public School and Public Technical college districts

FOR MORE INFORMATION PLEASE CONTACT:

MS 6-97

WISCONSIN DEPARTMENT OF REVENUE

Local Government Services Bureau

PO Box 8971

Madison, WI 53708-8971

Fax: (608) 264-6887

Email additional questions to lgs@wisconsin.gov

August 30, 2017

[About Us](#) [Contact Us](#) [Employment](#) [Media Room](#) [Plain Language](#) [Privacy](#)
[Legal](#) [Training](#)



Copyright © State of Wisconsin All Rights Reserved

SUBJECT: Approve a Memorandum of Understanding between Ashland County Sheriff's Department and City of Ashland Police Department, and to Waive Chapter 923.10, Ashland City Ordinances Requirement (*Roll*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Police Department

CLEARANCES: City Administrator, Finance Director, Police Chief

EXHIBITS:

1. Memorandum of Understanding
2. Excerpt of Chapter 923, Ashland City Ordinances

EXPENDITURES REQUIRED: \$561.00

AMOUNT BUDGETED: \$561.00 - PD Rent & Equipment

APPROPRIATION REQUIRED: \$0

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The Ashland Police Department would like to enter into an agreement with Ashland County Sheriff's Department to provide E-Dispatching for emergency situations.

E-Dispatching is a software program currently being used by the Ashland County Sheriff's Department. E-Dispatching is an internet-based system which provides an App to its users and connects to their cell phones and e-mails.

In the case of an emergency incident which requires call out of off-duty officers of the Ashland Police Department, E-Dispatch provides a one button notification to off-duty officers of the emergency. By activating the E-Dispatch system for the City, officers will be notified via phone call, text, and e-mail that there is an emergency and they are required to report to the station.

This system allows an immediate notification to all staff. This system is currently being used by the Ashland Fire Department for the same situations.

Although Ashland County is not in compliance with ordinance 923.10 this system will expedite responses of officers to critical safety situations. Ashland County simply receives this payment and forwards it to the company who operates the system, thereby being the middleman of the payment process.

The Police department requests the council approve to waive the ordinance stipulation and allow the department to proceed in securing this essential tool for the safety and protection of its citizens.

Memorandum of Understanding
Between the Ashland County Sheriff's Office
and
Ashland Police Department

This Memorandum of Understanding (MOU) sets the terms and understanding in utilizing a backup system to normal paging activities, referred to as eDispatches, between the Ashland County Sheriff's Office (ACSO) and the Ashland Police Department

Background

Ashland County has challenges with the existing radio paging system. Terrain, tower location, number of towers, and budgeting all play major roles in limiting radio and pager coverage in Ashland County. There is a recognized need to expand pager coverage, without investing thousands of dollars in upgrades to the existing system. eDispatches is a system that aims to help alleviate that problem without the huge expense of more tower sites while also providing greater flexibility of options to send notifications to responder-agencies.

Purpose

By utilizing the eDispatches system, pager coverage is effectively expanded by sending those pages, as text messages or voicemails, to cell phones of agency members. If an agency member is out of the normal pager coverage area, but has cell phone reception, the member will receive the page. Conversely, some areas in Ashland County that don't receive good cell phone coverage, still get serviced by the pager coverage area. eDispatches is intended to be a SUPPLEMENT to the existing paging system, not a replacement as well as providing non-radio paging agencies greater flexibility in reaching on-call staff.

Responsibility

The following responsibilities will be borne by the Ashland County Sheriff's Office:

- Receiving the yearly invoice from eDispatches and in turn, invoice involved agencies responding in Ashland County, including the Ashland Police Department
- Maintaining the eDispatches equipment (located on-site at the Ashland County Sheriff's Office).
- Addressing concerns/questions from other agencies involved in the program.
- Adding/removing/updating names and phone numbers of agencies involved in the program unless arrangements have been made to grant an agency's designee access to the eDispatches system for the purpose of maintaining its userbase within an agreed upon number of users/recipients.
- If the invoiced amount has not been received from a partner agency within thirty (30) days of the date it is due, ACSO will consider this and prior MOUs null and void and remove said agency from the eDispatches service.

The following responsibilities will be borne by Ashland Police Department:

- Pay the included invoice amount of \$561 due by date indicated on the invoice.
- Maintain and service their existing cell phones, plans, etc. ACSO takes no responsibility for partner agency cell phones, plans, etc. whatsoever.

- Provide any changes of agency members, phone numbers, or carriers to ACSO to maintain an updated list of users to the system.
- If identifying a designee to maintain its own userbase, acknowledging that ACSO is not responsible for maintaining same.

Duration

The duration of this MOU is for April 18th, 2019 through December 31st, 2019. As that time approaches, the MOU will be re-evaluated, and updated if necessary, and re-issued. Also at this time, any invoicing changes will also be addressed.

If at any point any partner agency wishes to cancel the eDispatches service, written notice must be provided to the Ashland County Sheriff's Office. ACSO will process the cancellation within 30 days upon receiving it.

David McGuire, Public Safety Communications Director
Ashland County Sheriff's Office

Chief Jim Gregoire
Ashland Police Department

Ashland County Sheriff's Office

220 6th St E
Ashland, WI 54806
(715) 685-7640

INVOICE

152019

04/18/19

Bill To:

For:

Ashland Police Department

Jim Gregoire
Chief

601 Main St W
Ashland, WI 54806
(715) 682-7062

eDispatches Service

Item #	Description	Price	Qty	Amount
1	eDispatches Service from 02/15/2019 through 12/31/2019	\$561.00	1	\$ 561.00
	Total Items: 1		Sub.	\$ 561.00

Tax Rate: 0.0%

Tax	\$ -
Less Deposit Received	\$ -
Invoice Total	\$ 561.00

Make all checks payable to:

Ashland County
Communications Center

Memo: eDispatches # 152019

Due: _____

If you have any questions concerning this invoice, contact:

David McGuire, PSC Director
715-685-7640 x478
david.mcguire@ashlandcountysherif.us

Excerpt of Ordinance

Chapter 923. All Taxes, Assessments, Utility Charges, Indebtedness, and Forfeitures be Paid before Any License or Contract is Granted by the City of Ashland

923.10. Payments Required. No person, partnership, or corporation shall be issued a license or have renewal of a license previously held or be granted a contract of any sort if that person, partnership or corporation or any person, partnership or corporation owning the real estate or personal property used in the licensed activity has any delinquent real or personal property taxes on the real or personal property involved in the licensed activity, any outstanding assessments, forfeitures, utility charges, or indebtedness owed to the City of Ashland.

SUBJECT: Approve to Award the Base Bid Contract and Bid Alternate 1 to Northwoods Paving Inc. for the 2019 Road Resurfacing Project (*Roll*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Director of Public Works

EXHIBITS:

1. 2019 Pulverize and Pave Location Map
2. Changes in 2019 Roadway Improvement Project Memo, 05-03-2019
3. Bid Tabulation 2019 Road Resurfacing Project

EXPENDITURES REQUIRED:

\$312,965.38	Base Bid
30,984.27	Bid Alternate 1
<u>20,860.35</u>	Contingency
\$364,810.00	(Fund 470)

AMOUNT BUDGETED: \$394,810.00 (Fund 470)

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on May 1, 2019, that Northwoods Paving Inc. 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:

Roadway improvements are identified not only to improve the condition of deteriorated roadway surfaces but also to preserve the life expectancy of existing roads, including both the paved surface and underlying base structure. The 2019 Road Resurfacing project focuses on roadways that are primarily free of concerns regarding the condition of underlying utilities and include base structures that can be adequately preserved. The project locations are indicated on the attached exhibits.

The City independently developed a contract package for the 2019 Road Resurfacing project that was advertised on April 10th and April 17th. Bids were received from Northwoods Paving, Inc. and Angelo Luppino, Inc.

Funding of \$364,810 for this project was provided in the City's 2019 budget and allows for completion of both the Base Bid and Bid Alternate 1. Awarding the contract on the basis of the Base Bid plus Bid Alternate 1 results in Northwoods Paving Inc. being the low bidder.

Public Works staff recommends entering into an agreement with Northwoods Paving, Inc. at a cost of \$364,810.00, including project contingency.

The available contingency represents on 5.7% of the total project budget (10% is typical). Public Works staff recommends award of both the Base Bid and Bid Alternative 1 in order to maximize the impact of available funding for roadway improvements. Cost overruns beyond the available contingency will then require either a reduction in project scope or Council approval of additional funds, if necessary.

Work Description:

The roadways shown on the attached location map will have the full thickness of the existing asphalt surface pulverized. The pulverized asphalt will be crushed onsite, graded, and compacted and reused as the new road base. A 3-1/2 inch asphalt pavement will be placed on the compacted pulverized base material while grading of the base will allow the new asphalt surface to tie into existing driveways and connecting roadways at approximately the same elevation as the existing road surface.

The City Public Works Department will complete drainage improvements at selected locations prior to the contracted work being initiated. Public Works will also place and compact gravel shoulders following paving operations. Funding for this work is available in existing Roadway Maintenance funds included in the City's 2019 budget.

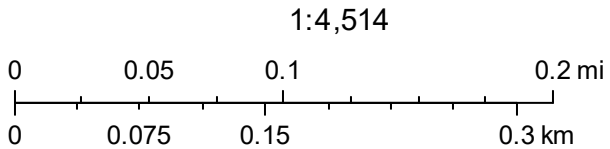
PULVERIZE AND PAVE



3/26/2019 7:34:55 AM

Parcel Labels
Parcel Mapping
2019 Roadway project

APPROVED TRUCK HAULING ROUTES
11TH AVE. E.
14TH AVE. E.
6TH ST. E.
22ND AVE. E.
LAKESHORE DR. E.



City of Ashland Public Works Department, GIS Division
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

Find yourself next to the water.
ASHLAND

Department of Public Works
2020 6th Street East Ashland ~ WI 54806 ~ www.coawi.org

MEMO: May 3, 2019
TO: Record
FROM: John Butler, Director of Public Works
RE: Changes in 2019 Roadway Improvement Project



John Butler
2019.05.03 11:49:38
-05'00'

A February 4, 2019 memorandum to the record from the City of Ashland Public Works Department explained the department's approach to 2019 Roadway Improvements, including the selected construction technique of Mill & Overlay, explanation of criteria used to analyze specific roads segments, and identification of specific road segments selected for 2019 construction.

This memorandum advises of several changes to the project plan detailed in the February memorandum, which was presented to Council at the February 12 COW meeting. The following factors impacted the changes:

- Discrepancy in available funding for 2019 construction
- Inability to verify current pavement condition
- Approach to useful life of constructed roadways

A discrepancy related to a mathematical error made in developing the City's 2019 Capital Improvements Plan resulted in a decrease of approximately \$70,000 in available funding versus the amount originally identified, which required a reduction in scope. Due to concerns about construction efficiency, Public Works decided to remove roadway segments on the westside from the scope and focus construction efforts on segments on the eastside.

Since selection of roadway segments for 2019 construction occurred during the winter months, staff were unable to check previously assigned pavement condition ratings against actual field conditions. During the spring thaw, it was possible to observe actual pavement condition and it was determined that the roads had deteriorated to the point that Mill and Overlay would not be an appropriate construction technique. To address this concern, the technique of Asphalt Pulverization will be used instead. Asphalt Pulverization consists of mechanically grinding the existing asphalt surface and recycling it in place to avoid hauling costs and add to the underlying pavement base. Because most of the roadway segments on the eastside lack curb and gutter, Asphalt Pulverization will be suitable in these locations.

Finally, Public Works approached the selection of 2019 roadway projects in a manner that supports a useful life of +/- 15 years for the improved roadway surface. This approach results in higher construction costs, narrowing the feasible scope of the 2019 roadway improvements. Consideration will be given in future years to lower cost construction techniques, such as ultra-thin overlays and structural patching, that have the potential to alleviate poor roadway conditions for a shorter period of time while supporting a broader project scope.

The attached map shows the specific roadway segments, as revised, that will be include in the scope of the 2019 Roadway Improvement project. Recent examples of successful Asphalt Pulverization projects include 21st Ave E from US-2 to 6th St W and Junction Rd.



BID TABULATION
2019 ROAD RESURFACING PROJECT

BASE BID				ANGELO LUPPINO		NORTHWOODS PAVING	
PAY ITEM	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	BID COST	UNIT PRICE	BID COST
204.0100	PULVERIZE & RELAY	SY	18,324	\$1.36	\$24,920.64	\$1.61	\$29,501.64
305.0600	BASE AGGREGATE DENSE (SUPPLEMENTAL SURFACE PULVERIZING)	TON	350	\$17.70	\$6,195.00	\$16.27	\$5,694.50
455.0605	TACK COAT	GAL	1,200	\$5.00	\$6,000.00	\$2.25	\$2,700.00
465.0105	ASPHALTIC SURFACE 3.5-INCH (4-LT-58-28-S)	TON	3,688	\$71.35	\$263,138.80	\$65.73	\$242,412.24
611.8110	ADJUSTING MANHOLE COVERS	EACH	29	\$95.00	\$2,755.00	\$465.00	\$13,485.00
611.8120	ADJUSTING WATER VALVES	EACH	11	\$218.17	\$2,399.87	\$74.00	\$814.00
619.1000	MOBILIZATION	EACH	1	\$3,867.00	\$3,867.00	\$9,508.00	\$9,508.00
643.0100	TRAFFIC CONTROL (PROJECT)	LS	1	\$2,000.00	\$2,000.00	\$8,700.00	\$8,700.00
690.0150	SAWING ASPHALT	LF	150	\$2.00	\$300.00	\$1.00	\$150.00
BASE BID TOTAL					\$311,576.31		\$312,965.38

BID ALTERNATE 1 - 2019 ROAD PULVERIZE AND PAVING WORK				ANGELO LUPPINO		NORTHWOODS PAVING	
PAY ITEM	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	BID COST	UNIT PRICE	BID COST
204.0100	PULVERIZE & RELAY	SY	1,878	\$1.36	\$2,554.08	\$1.61	\$3,023.58
305.0600	BASE AGGREGATE DENSE (SUPPLEMENTAL SURFACE PULVERIZING)	TON	150	\$17.70	\$2,655.00	\$16.27	\$2,440.50
455.0605	TACK COAT	GAL	93	\$5.00	\$465.00	\$2.25	\$209.25
465.0105	ASPHALTIC SURFACE 3.5-INCH (4-LT-58-28-S)	TON	378	\$71.35	\$26,970.30	\$65.73	\$24,845.94
611.8110	ADJUSTING MANHOLE COVERS	EACH	1	\$95.00	\$95.00	\$465.00	\$465.00
611.8120	ADJUSTING WATER VALVES	EACH	0	\$0.00	\$0.00	\$74.00	\$0.00
BID ALTERNATE 1 TOTAL					\$32,739.38		\$30,984.27

BID ALTERNATE 2 - 2019 ROAD PULVERIZE AND PAVING WORK				ANGELO LUPPINO		NORTHWOODS PAVING	
PAY ITEM	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	BID COST	UNIT PRICE	BID COST
204.0100	PULVERIZE & RELAY	SY	2,932	\$1.36	\$3,987.52	\$1.61	\$4,720.52
305.0600	BASE AGGREGATE DENSE (SUPPLEMENTAL SURFACE PULVERIZING)	TON	150	\$17.70	\$2,655.00	\$16.27	\$2,440.50
455.0605	TACK COAT	GAL	146	\$5.00	\$730.00	\$2.25	\$328.50
465.0105	ASPHALTIC SURFACE 3.5-INCH (4-LT-58-28-S)	TON	590	\$71.35	\$42,096.50	\$65.73	\$38,780.70
611.8110	ADJUSTING MANHOLE COVERS	EACH	3	\$95.00	\$285.00	\$465.00	\$1,395.00
611.8120	ADJUSTING WATER VALVES	EACH	1	218.17	\$218.17	\$74.00	\$74.00
BID ALTERNATE 2 TOTAL					\$49,972.19		\$47,739.22

BID SUMMARY WITH BID ALTERNATES

ANGELO LUPPINO		NORTHWOODS PAVING	
BASE BID	\$311,576.31	BASE BID	\$312,965.38
BID ALTERNATE 1	\$32,739.38	BID ALTERNATE 1	\$30,984.27
SUB-TOTAL	\$344,315.69	SUB-TOTAL	\$343,949.65
BID ALTERNATE 2	\$49,972.19	BID ALTERNATE 2	\$47,739.22
TOTAL ALL	\$394,287.88	TOTAL ALL	\$391,688.87

SUBJECT: Approve to Award Bid for Crushed Aggregate to Angelo Luppino, Inc. *(Roll)*

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS: 1. 2019 Crushed Aggregate Bid Summary

EXPENDITURES REQUIRED: \$34,800.00 Fund 100 PW Maintenance O&M Budget
\$ 5,800.00 Fund 680 Water Utility O&M Budget
 \$40,600.00

AMOUNT BUDGETED: \$ 35,000.00 Fund 100 General Fund Roadway Maintenance O&M
 \$ 6,000.00 Fund 680 Water Utility O&M

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on May 1, 2019, that Angelo Luppino, Inc, is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The Public Works Department advertised bids for 3000 tons of crushed aggregate for annual roadway maintenance and 500 tons for water utility repairs. The bids include furnishing and delivering 3500 tons of aggregate for the Public Works stockpile. This aggregate will be used over the course of the year on city alleys, utility street cuts and miscellaneous job sites.

Bidder	Bid Amount /Ton	Total Bid Amount (4000 Ton)
Angelo Luppino, Inc.	Per Ton \$11.60	\$40,600.00

Milestones Materials	Per Ton \$11.73	\$41,055.00
C&W Trucking	Per Ton \$12.75	\$44,625.00
KV Tech Construction	Per Ton \$13.99	\$48,965.00

The Public Works Department recommends awarding Angelo Luppino, Inc. the contract for the 2019 crushed aggregate purchase in the amount of \$40,600.



Ashland

WISCONSIN

BIDDING SUMMARY : Crushed Aggregate - 3500 Ton

BID DATE: April 25, 2019 1:00PM

BIDDER	AMOUNT of BID	
KV TECH CONSTRUCTION 23520 Faith Church Rd Mason, WI 54856	\$13.99 per ton	\$48,965.00
ANGELO LUPPINO P.O. Box 100 Iron Belt, WI 54536	\$11.60 per ton	\$40,600.00
C+W TRUCKING P.O. 516 Bayfield, WI 54814	\$12.75 per ton	\$44,625.00
Milestones Materials 600 Industrial Park Rd Ashland, WI 54806	\$11.73 per ton	\$41,055.00

WITNESS *James H.* DATE 4/25/19

WITNESS *Chris* DATE 4/25/19

SUBJECT: Approve to Award the Contract for Modernization of the Vaughn Library Elevator to thyssenkrupp Elevator Corporation *(Roll)*

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS:

1. thyssenkrupp Elevator Proposal
2. Notice of Award, 04-26-2019
3. Contract Agreement

EXPENDITURES REQUIRED:

\$ 74,683.00	Elevator Modernization
15,000.00	Cab Remodel
<u>9,968.00</u>	Contingency
\$ 98,651.30	
<u>13,200.00</u>	Building Upgrades
\$111,851.30	

AMOUNT BUDGETED: \$125,000.00 Capital Projects Fund 450

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on May 1, 2019, that thyssenkrupp Elevator 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:

In 2017, the City contracted for technical assistance for the elevator systems located at the Vaughn Public Library and City Hall. Both elevators remain functional but, due to the general age of critical components, modernization of both systems was recommended. The elevator at City Hall was installed in 1976 while the elevator at the Library was installed in 1983. Since the elevator at the Library more frequently serves members of the public, it was prioritized for replacement first.

Funding of \$125,000 for this project was provided in the City's 2019 budget. The City worked with thyssenkrupp Elevator to develop a scope of work that was advertised on April 10th and April 17th.

Bids were solicited from thyssenkrupp Elevator, Otis Elevator, Schnindler Elevator, and Larson Elevator. Bids were received on April 24th, with thyssenkrupp Elevator being the only responsive bidder.

There are sufficient funds budgeted for the modernization of the elevator system, remodel of the existing passenger cab, and various building upgrades required per State of Wisconsin code for elevator systems. The building upgrades will either be completed by City staff or by independent contractors hired per City Ordinance 194.

Work Description:

The scope of work for modernization includes refurbishment and reuse of existing system components where appropriate, and requires new components where necessary for safety and reliability. Major system components being replaced include the power unit (pump, pump motor, and control valve), electrical controls and push buttons. The cab remodel includes new interior paneling, handrails, ceiling/flooring panels and lighting. The building upgrades include minor electrical wiring and replacement of the building fire alarm system as required per State of Wisconsin code.

The Public Works Department recommends Council approve the contract with thyssenkrupp Elevator for the Vaughn Library Building Modernization Project.



City of Ashland, Wisconsin ~ Department of Public Works
2020 6th Street East Ashland ~ WI 54806 ~ www.coawi.org

Request for Bids

Vaughn Public Library

Elevator Modernization

April 2019

PROPOSAL FORM

Submit proposal to the City of Ashland Public Works Department no later than 2:00 p.m. on Wednesday April 24, 2019 to the City of Ashland Public Works Department, 2020 6th Street, Ashland, WI 54806.

Date: April 23, 2019

Contractor: thyssenkrupp Elevator

Address: 4511 W First Street, Suite 2

City, State, ZIP Duluth, MN 55807

Phone: 218-591-2479

email: ryan.boe@thyssenkrupp.com

Item	Bid Item	Unit	Qty.	Bid Price
1.	Vaughn Public Library Elevator Modernization	Lump Sum	1	\$74,638.00*
2.	Alternate #1 - Maintenance Service	Lump Sum	1	\$2,400.00
3.	Alternate #2 - Cab Remodel Allowance	Lump Sum	1	\$15,000.00
4.	Alternate #3 - City Hall Electronic Door Protection	Lump Sum	1	\$-1,423.00
	TOTAL:	\$		

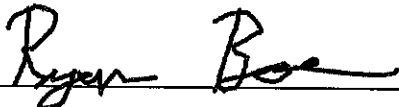
I hereby certify that effective the date of my Contract with the City of Ashland and at all times in the performance of such Contract that:

I have and will maintain in full force and effect policy of Workers Compensation Insurance in compliance with the Laws of State of Wisconsin with the following insurance company:

Company Name: thyssenkrupp Elevator

Policy Number and Effective Date: SCFC65225840 - 10/1/2018 thru 10/1/2019

Contractor Name and Title (please print): Ryan Boe - Territory Manager

Contractor Signature: 

*tKE bid is per the RFQ dated April 2019 and the attached Modernization Proposal dated 4/23/19.

Modernization Proposal



thyssenkrupp

April 23, 2019

Vaughn Library

Purchaser: City Of Ashland
Address: 601 MAIN ST W

Ashland, WI 54806-1747

Location: Vaughn Library
Address: 502 2ND AVE E

Ashland, WI 54806-1747

thyssenkrupp Elevator Corporation (hereinafter "thyssenkrupp" or "thyssenkrupp Elevator") is dedicated to delivering City Of Ashland (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$74,638** inclusive of all applicable sales and use taxes to modernize the elevator equipment at the Vaughn Library described in the pages that follow along with your request for bids dated April 2019.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next forty-five (45) days unless it is revoked earlier by thyssenkrupp in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including the possibility that thyssenkrupp may be subjected to increased charges by its suppliers for any of the applicable materials and/or components due to the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities or the possibility that the work described in this Proposal is not completed by December 31, 2019.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

A handwritten signature in black ink that reads "Ryan Boe".

Ryan Boe
Territory Manager
ryan.boe@thyssenkrupp.com
218-591-2479

Modernization Proposal



SCOPE OF WORK

Group 1	HYDRAULIC	\$74,638.00
	1	
Pump Unit		
Power Unit (Submersible)	New	
Shut Off Valve	New as necessary	
Oil	New	
Oil Line	New as necessary	
Control System		
Controller	New - Controller (tank mounted)	
Machine Room Wiring	New as necessary	
Car Door Equipment		
Front Car Door Operator	New	
Door Detectors	New	
Door Restrictor	New	
Cab/Platform/Car Fixtures		
Car Door	New	
Cab Fan	New	
Car Top Railing	New - Car Top Railing	
Main Car Station	New - Main Car Station Includes: Custom Stainless Steel #4 finish, Swing Return, Braille Plates, Digital Position Indicators, Standard Key Switch Package, Locked Service Cabinet, ADA Phone System (VOIP ready), Emergency Light, Vandal Resistant Floor Buttons	
Car Position Indicator	New	
Car Traveling Lantern	New	
Hands Free Phone	New	
Emergency Lighting	New	
Alarm Bell	New	
Hall and Lobby Fixtures		
Hall Stations	New	
Jamb Braille	New	
Hoistway Access Stations	New	
Hoistway Equipment		
Car Top Inspection Station	New	
Leveling Unit / Landing System	New	
Hoistway Door Equipment		
Gibs	New as necessary	
Hoistway Wiring		
Traveling Cable / Car Wiring	New – additional 4-14AWG, 2 shielded pair, and 1 Coaxial wires included	
Hoistway Wiring	New	
Raceway / Duct / Piping	New as necessary	
Pit		
Pit Ladder	New	
Pit Switch	New	
Jack Packing	New	
Miscellaneous		
Toe Guard	New	
Terminal Limit switches	New	
Emergency Lock box	New	

Modernization Proposal



Value Engineering Opportunities & Alternates (Initial next to the option below to indicate acceptance)

VALUE ENGINEERING OPPORTUNITIES & ALTERNATES

1. Contractor will furnish maintenance and regular time callback service on the Vaughn Public Library elevator from the time that the elevator is removed from service for the modernization work and for a period of twelve (12) months following the completion of the elevator. This service will consist of periodic examinations of the equipment, adjustments, lubrication, cleaning, supplies and parts to keep the equipment in proper operation, except such adjustments, parts or repairs made necessary by abuse, misuse or any other causes beyond the control of Contractor. All work will be done by trained employees of Contractor. **Add \$2,400** to base bid.

Initial Here for Acceptance of Alt
#1: _____

2. CAB REMODEL ALLOWANCE: Provide \$15,000 for cab interior upgrades to be selected by the owner. Cab installation of twenty four (24) labor hours shall not be included in the allowance but should be included in the base bid. The intent is for all new items of the cab interior for an updated appearance along with elevator and ADA code compliance. New items may be, but are not limited to, new laminate plastic applied panels, revels, handrailings, ceiling, LED cab lighting, and flooring. Interior design/finish/color selections will be by the Owner from manufacturers' standard selections. The weight of all replaced equipment of the car enclosure including the door equipment shall be identified for the AHJ and be properly allocated in the design of the new power unit. If the difference in weight of the new equipment exceeds the 5% allowable under code, the appropriate reporting, studies and actions shall be required. **Add \$15,000** to base bid.

Initial Here for Acceptance of Alt
#2: _____

3. ELECTRONIC DOOR PROTECTION: We have included with our base bid the installation of a new electronic door protection device, as specified above under 2.16 for the Ashland City Hall elevator; located at 601 W. Main Street, Ashland, WI. **DEDUCT \$1,423** from base bid if not required.

Initial Here for Acceptance of Alt
#3: _____

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- Execution of this Proposal
- Payment for pre-production and engineering
- Approval of layout
- Execution of thyssenkrupp's Material Release Form

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	2-4 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	6-8 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	5 to 7 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of thyssenkrupp's control, are subject to change without notice to Purchaser and shall not be binding on thyssenkrupp.

2. Payment Terms

Modernization Proposal



50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from thyssenkrupp's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

50% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event thyssenkrupp fails to receive payment within thirty (30) days of the date of a corresponding invoice, thyssenkrupp reserves the right to demobilize until such a time that the payments have been brought up to date, and thyssenkrupp has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

Purchaser agrees that thyssenkrupp shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as thyssenkrupp has been paid 100% both of the price reflected in this Proposal and for any other work performed by thyssenkrupp or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$74,638
Initial progress payment:	(50%)	\$37,319
Total of remaining progress payments:	(50%)	\$37,319

3. Warranty

thyssenkrupp warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of thyssenkrupp's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by thyssenkrupp. In the event that thyssenkrupp's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. thyssenkrupp makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that thyssenkrupp will provide free service for periodic examination, lubrication, or adjustment, nor will thyssenkrupp correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give thyssenkrupp prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, thyssenkrupp shall, at its own expense, correct any proven defect by repair or replacement. thyssenkrupp will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall thyssenkrupp be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to thyssenkrupp Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with thyssenkrupp Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:
 - a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/

Modernization Proposal



- b. A legal machine/control room, adequate for the elevator equipment, including floors, trap doors, gratings, access platforms, ladders, railings, foundations, lighting, ventilation sized per the thyssenkrupp shop drawings. Purchaser must maintain machine/control room temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
- c. Adequate bracing of entrance frames to prevent distortion during wall construction.
- d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding thyssenkrupp sill supports, steel angles, sill recesses;
- f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide the following:
 - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
 - b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
 - c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
 - d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
 - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
 - f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
 - g. a dedicated, analog telephone line to elevator each controller recognizing that the elevator telephone is required by code to be monitored 24 hours a day, 7 days a week; one additional telephone line per group of elevators for diagnostic capability wired to designated controller;
 - h. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
 - i. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
 - j. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
 - k. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, thyssenkrupp Elevator will provide Purchaser with a written change order for Purchaser's execution.
 - l. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
 - m. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
 - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, thyssenkrupp Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of

Modernization Proposal



additional labor at thyssenkrupp Elevator's standard labor rates as per the local office along with any additional expenses and materials required;

- b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
- c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, thyssenkrupp shall immediately advise the Purchaser and costs will be extra to the contract;
- d. in ground protection systems other than thyssenkrupp Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
- e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
- f. engineering, provision and installation of methane barriers or coordination/access;
- g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
- h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
- i. any spoils or water testing;

5. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during thyssenkrupp's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by thyssenkrupp modernization mechanics at the thyssenkrupp branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both thyssenkrupp and Purchaser (hereinafter thyssenkrupp's regular working days and regular working hours shall be collectively defined as "normal working hours"). thyssenkrupp shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all thyssenkrupp personnel at no additional cost to thyssenkrupp.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, thyssenkrupp is authorized to warehouse the equipment at the thyssenkrupp warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse thyssenkrupp for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local thyssenkrupp warehouse. Any warranties provided by thyssenkrupp for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- g. thyssenkrupp includes one mobilization to the jobsite. A mobilization fee of \$2,500.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and thyssenkrupp's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- i. Purchaser shall provide an on-site dumpster. thyssenkrupp will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
- j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. thyssenkrupp will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. thyssenkrupp assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.

Modernization Proposal



6. Temporary Use, Inspection and Turnover

- a. Unless required by specification, thyssenkrupp will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of thyssenkrupp's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at thyssenkrupp's standard local billing rates. In the event that an elevator must be provided for temporary use, thyssenkrupp will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to thyssenkrupp with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$3,500.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at thyssenkrupp's local service billing rates.
- b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of thyssenkrupp, thyssenkrupp will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$2,500.00 via change order prior to scheduling a re-inspection.
- c. Upon notice from thyssenkrupp that the modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute thyssenkrupp's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of thyssenkrupp's notice of completion to Purchaser unless both thyssenkrupp and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of thyssenkrupp's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
- d. Should the Purchaser or the local authority having jurisdiction require thyssenkrupp Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate thyssenkrupp Elevator for its time at thyssenkrupp Elevator's current billing rate as posted at its local office.
- e. At the conclusion of its work, thyssenkrupp Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in thyssenkrupp Elevator's sole opinion, is neat and clean.
- f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.
- g. Purchaser agrees to accept thyssenkrupp's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

7. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

- a. Purchaser authorizes thyssenkrupp elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
- b. thyssenkrupp Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. thyssenkrupp Elevator may remove the devices and cease all data collection and analysis at any time.
- c. If the service agreement between thyssenkrupp Elevator and Purchaser is terminated for any reason, thyssenkrupp Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by thyssenkrupp Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.

Modernization Proposal



g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

8. Additional Terms and Conditions

- a. In no event shall thyssenkrupp be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, thyssenkrupp reserves the right to modify this Proposal or rescind it altogether.
- c. thyssenkrupp is an equal opportunity employer.
- d. thyssenkrupp's performance of the work described in this Proposal is contingent upon Purchaser furnishing thyssenkrupp with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon thyssenkrupp as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon thyssenkrupp after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All taxes, tariffs, duties, permit and/or license fees imposed upon thyssenkrupp as of the date of the execution of this Proposal are included in the price of the Proposal. Purchaser is responsible, in addition to the Proposal price, to pay thyssenkrupp for any additional (or any increase in) applicable taxes, tariffs, duties, permit and/or license fees imposed upon thyssenkrupp after the date of acceptance of this Proposal by any governmental authority or by any of thyssenkrupp's suppliers of the materials and/or components required in connection with this Proposal.
- f. Purchaser agrees to provide thyssenkrupp's personnel with a safe place in which to work and thyssenkrupp reserves the right to discontinue work at the jobsite whenever, in thyssenkrupp's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. thyssenkrupp Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above thyssenkrupp's standard practices and policies may require additional costs.
- h. thyssenkrupp Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by thyssenkrupp in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both thyssenkrupp and Purchaser in writing before becoming effective.
- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor thyssenkrupp's work place and prior to and during thyssenkrupp's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event thyssenkrupp's employees or those of thyssenkrupp's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold thyssenkrupp harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
- k. thyssenkrupp retains title to and a security interest in all equipment it supplies – which thyssenkrupp and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, thyssenkrupp may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at thyssenkrupp's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for thyssenkrupp to file in public offices in order to perfect thyssenkrupp's security interest in such equipment.
- l. thyssenkrupp shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
- m. The rights of thyssenkrupp under this Proposal shall be cumulative and the failure on the part of the thyssenkrupp to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by thyssenkrupp in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
- n. In the event thyssenkrupp engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees.

Modernization Proposal



Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

o. thyssenkrupp can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

p. Should loss of or damage to thyssenkrupp's material, tools or work occur at the project site, Purchaser shall compensate thyssenkrupp for such loss, unless such loss or damage results from thyssenkrupp's own acts or omissions.

q. Purchaser, in consideration of thyssenkrupp performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit thyssenkrupp Elevator Corporation, thyssenkrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "thyssenkrupp party" and collectively the "thyssenkrupp parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a thyssenkrupp party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that thyssenkrupp party. Purchaser recognizes that its obligation to defend the thyssenkrupp parties under this clause, which is separate and apart from its duty to indemnify the thyssenkrupp parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

r. Purchaser further expressly agrees to name thyssenkrupp Elevator Corporation and thyssenkrupp Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure thyssenkrupp Elevator Corporation and thyssenkrupp Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or losses arising from the negligence of thyssenkrupp Elevator Corporation and thyssenkrupp Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

s. thyssenkrupp's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

Modernization Proposal



Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of thyssenkrupp will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of **Seventy Four Thousand Six Hundred Thirty Eight Dollars (\$74,638)**.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized thyssenkrupp manager.

City of Ashland (Purchaser):	thyssenkrupp Elevator Corporation Management Approval
By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Branch Representative)
_____ (Print or Type Name)	Caleb Evans
_____ (Print or Type Title)	Sales Manager
_____ (Date of Acceptance)	_____ (Date of Execution)

SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT

Please Remit To: thyssenkrupp Elevator Corporation
Attn: Accounts Receivable Dept.
2801 Network Blvd Ste 700
Frisco, TX 75034-1885

Attn: City Of Ashland
601 Main Street W
Ashland WI, 54806-1747

Date	Terms	Reference ID	Customer Reference # / PO
April 23, 2019	Immediate	ACIA-1KARDFQ	
Total Contract Price:			\$74,638.00
Initial progress payment:			(50%) \$37,319.00

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at 218-591-2479. To make a payment by phone, please call 972-963-5294 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/thyssenkruppelevator/ig/one-time-payment>

Thank you for choosing thyssenkrupp Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	City Of Ashland	Remit To:
Location Name:	Vaughn Library	thyssenkrupp Elevator
Customer Number:	51525	Corporation
Quote Number:	2019-2-681345	Attn: Accounts Receivable
Reference ID:	ACIA-1KARDFQ	Dept.
Remittance Amount:	\$37,319.00	2801 Network Blvd Ste 700,
		Frisco TX 75034-1885

Find yourself next to the water.
ASHLAND

City of Ashland, Wisconsin ~ Department of Public Works
2020 6th Street East Ashland ~ WI 54806 ~ www.coawi.org

April 26, 2019

Mr. Ryan Boe
Thyssen Krupp, Territory Manager
4511 W. 1st Street, Suite 2
Duluth, MN 55807

Dear Mr. Boe:

Your bid for the Vaughn Public Library is the low bid. The bid includes modernization of the existing elevator in the Vaughn Public Library per the specifications outlined in the request for proposals.

The City of Ashland intends to award Item #1 Vaughn Public Library Elevator and Item #3 Cab Remodel Allowance for a total contract price of \$89,683.

PAY ITEM	ITEM DESCRIPTION	UNIT	BID QTY	UNIT PRICE	BID COST
1	Vaughn Public Library Elevator	LS	1	\$74,683.00	\$74,683.00
3	Alternate #2 - Cab Remodel Allowance	LS	1	\$15,000.00	\$15,000.00
			AWARD TOTAL		\$89,683.00

I would like to confirm the City's understanding that Item #4 City Hall Electronic Door Protection is included in Thyssen Krupp's Unit Price for Item #1 Vaughn Public Library Elevator. In addition, Item #3 Cab Remodel Allowance will be administered as an allowance for potential Cab Remodel activities that will be identified, negotiated and authorized, as necessary, by the City during construction.

Please indicate your acceptance of the award and the City's understanding of the above items by signing and returning a copy of this letter to me. If you have any further questions please contact me at 715.685.16458

Sincerely,

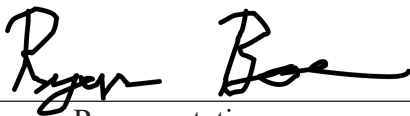


John Butler
2019.04.26 17:23:03
-05'00'

John Butler
Director of Public Works

*Item #4 is included in our base bid and will be installed during the project. **RB**

ACCEPTANCE:



Company Representative

4/30/19

Date

CONTRACT AGREEMENT

THIS AGREEMENT is by and between The City of Ashland Wisconsin ("Owner") and _____ ("Contractor"), dated _____.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. - WORK

Replacement of all equipment, parts, components and performance of all work necessary for the modernization of the existing elevator at the Vaughn Public Library, as specified in the attached Scope of Work, attached herto as Exhibit A.

2. - THE PROJECT

2.1. The Project for which the Work under the Contract Documents is performed may be generally described as: Vaughn Public Library Elevator Modernization.

2.2. The replacement and/or refurbishment of major equipment, parts, and components comprising the existing elevator system are identified in Exhibit A. The Contractor shall also provide and install any additional equipment, parts and components not identified in Exhibit A but necessary to provide a complete, functional and compliant elevator system.

2.3. The specifications of the equipment, parts and components shall be identified through Shop Drawings submitted to the Owner by the Contractor prior to the start of construction.

3. - GENERAL CONDITIONS

3.1. Demolition

3.1.1. Modernization of the elevator system will involve the removal and/or replacement of existing equipment, parts, and components. The Contractor will remove and dispose of all existing equipment, parts and components as identified in Exhibit A, and as necessary to provide a complete, functional and compliant elevator system. All items removed during the project will become property of the Contractor immediately following removal.

3.1.2. Any damage to the existing Vaughn Public Library building caused by the contractor during the demolition of the existing elevator system shall be repaired and restored back to original condition at the expense of the contractor.

3.2 Installation

3.2.1 Install new equipment, parts, and components as identified in Exhibit A and as necessary to provide a complete, functional and compliant elevator system in the Vaughn Public Library

3.2.2 Verify proper operation of the elevator system, including all necessary system start up and testing.

4.- RESTORATION

4.1 Any damage to the existing Vaughn Public Library building caused by the contractor during the installation of the new elevator system shall be repaired and restored back to original condition at the expense of the contractor.

5. - OTHER SPECIFICATIONS

5.1. The contractor shall work in as judicious a manner as possible. All work must be completed by no later than _____, 2019, with a Notice To Proceed distributed no later than _____.

5.2 Any electrical equipment, parts and components shall be installed in accordance with the provisions of the National Electric Code and state of WI requirements. The Contractor shall be responsible for correction of any issues with electrical systems following inspection of the installed elevator system.

5.3. The Contractor shall be responsible for the cost of repairing or bringing to equal or better condition from the beginning of installation under this contract the facilities that may suffer damage during the course of system installation, to include floors, walls, ceilings, grounds, pavement, etc.

5.4. On a daily basis, the Contractor shall completely remove from the premises all packaging, crates, and litter due to its work.

5.5. The contractor shall minimize the impact of the construction on the operations of the Vaughn Public Library by limiting construction activities to the specific portions of the building that access is necessary for completion of the work.

5.6. Upon completion of the work, the contractor shall:

5.6.1. Remove all its waste materials and rubbish from and about the installation site.

5.6.2. Remove all its tools, installation equipment and surplus materials.

5.6.3. Leave finished areas free of installation dust and nonfinished areas broom clean.

5.6.4. Provide a detailed description of the system and manufacturer's specification sheets and warranty information for the products and materials that are installed for this project.

5.6.6. The contractor shall take all necessary precautions and provide all necessary protection and enclosures to insure that dust and debris created as a result of the installation does not get out of the work area.

5.6.7. The contractor shall provide equipment which will not interfere with the operation of existing facility equipment.

6.-SAFETY

6.1. The Vaughn Public Library building will be open for business during this project. Hours of operation are 8:30 AM to 7:00 PM Monday-Thursday and 8:30 AM to 5:30 PM Friday. Off hours access to the building can be provided through coordination with the City.

6.2. Contractor is responsible for placing and maintaining safety barricades and signage when performing work or loading unloading supplies and equipment near public access areas.

7. – PUBLIC WORKS DIRECTOR

7.1. The Project will be administered by The City of Ashland Public Works Director, hereinafter called Public Works Director who is to act as Owner's representative. The Public Works Director shall assume all duties and responsibilities and have the rights and authority assigned to the Public Works Director in connection with completion of the Work in accordance with the Contract Documents.

7.2. The Public Works Director will utilize other City staff to provide onsite inspection and to support the Contractor in providing building access and other coordination necessary for completion of the work.

8. - CONTRACT TIMES

8.1 Dates for Substantial Completion and Final Payment. The work will be Substantially Complete with units installed and operating on or before _____. The work should be completed and ready for Final Payment on or before _____.

8.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence for this Agreement and that the Owner will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with Article 8 of the Contract Agreement. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages the Contractor shall pay Owner \$500 for each calendar day that expires after the dates specified in this agreement for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each calendar day that expires after the dates specified in this agreement for completion and readiness for final payment until the work is completed and ready for final payment.

8.3 Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time by use of a Change Order equal to the time lost due to any delay so caused.

9. - CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the contract documents an amount in current funds equal to the sum of the amounts determined pursuant to the following paragraphs:

9.1. The Contractor agrees to perform all of the work required by the Contract Documents and comply with the terms therein, unless modified by a Change Order, for the price as listed on the Contractor's Proposal of _____ Vaughn Public Library Elevator Modernization totaling a Bid amount of \$ _____.

9.2. Change Order

9.2.1 Any proposed changes by the contractor that will result in costs exceeding contractor's original bid price of _____ will require a written change order.

9.2.2 All change orders will require the recommendation of the Public Works Director and approval of the expenditures by the City Administrator. The approval of change orders by the City shall be made in a timely manner that will not significantly delay the Contractor's progress. The approval or disapproval by the City of each change order shall be decided within two business days.

9.2.3. Verbal acknowledgement for changes to project work or project materials is not authorized. Acknowledgment of, or agreement to changes by any persons other than the Public Works Director and/or the City Administrator are not authorized.

9.2.4. Proposed changes by the contractor that are not agreed to by the Public Works Director and the City Administrator will be subject to review by the City Council.

10. - PAYMENT PROCEDURES

Payment

10.1. In accordance with Contractor's Proposal, the Contractor shall purchase and supply all equipment, parts and components as specified in Exhibit A and as indicated on the Shop Drawings.

10.2 Upon final completion and acceptance of the Work, Owner shall pay the Contract Price, as recommended by the Public Works Director within 30 days of submittal.

10.3.1 Contractor shall submit affidavit of debts and claims and affidavit of release of liens with final pay request including subcontracted work or equipment.

10.3 This contract includes a provision which allows the governmental body that is authorized to enter into the contract to make direct payment to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractors. WI Statute (779.14(d)(1)(a).

11. - CONTRACTOR'S REPRESENTATIONS AND ASSURANCES

Contractor makes the following representations:

11.1. Contractor has examined and carefully studied the Request for Bids and the other related data identified in the Request for Bids, including Exhibit A.

11.2. Contractor has visited the Site 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.

11.3. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

11.4 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11.5. Contractor's Liability Insurance

The City of Ashland shall be named as an additional insured, on a primary basis. The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

i. Worker's Compensation and related coverages:

a. State:	Statutory
b. Applicable Federal (e.g., Longshoreman's):	Statutory
c. Employer's Liability:	
1) Bodily Injury by Accident	\$500,000 Each Accident
2) Bodily Injury by Disease	\$500,000 Each Employee
3) Bodily Injury by Disease	\$500,000 Policy Limit

ii. CONTRACTOR'S General Liability shall also include:

a. General Aggregate	\$1,000,000
b. Products- Completed Operations Aggregate	\$1,000,000
c. Personal and Advertising Injury	\$1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
e. Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.	
f. Excess or Umbrella Liability	
1) General Aggregate	\$2,000,000
2) Each Occurrence	\$2,000,000

iii. Automobile Liability

a. Combined Single Limit (Bodily Injury and Property Damage)	
Each Accident	\$1,000,000

iv. Contractual Liability coverage shall provide coverage for not less than the following amounts:

a. Bodily Injury:

Each Accident	\$1,000,000
Annual Aggregate	\$1,000,000
b. Property Damage:	
Each Accident	\$1,000,000
Annual Aggregate	\$1,000,000

11.6 Contractor shall submit a one year warranty on installation of all work on the project from final completion.

12. - CONTRACT DOCUMENTS

The term Contract Documents consist of the following:

- 1. Agreement
- 2. Contractor's Proposal- "Modernization Proposal" attached herto as Exhibit B
- 3. Contractor's/Supplier's Itemized Equipment Purchase
- 4. Data Sheets for equipment specified
- 5. Contractor's Certificates of Insurance
- 6. Notice to Proceed
- 7. Certificate of Substantial Completion
- 8. Change Order
- 9. Application for Payment
-10. Affidavit of Debts and Claims
-11. Affidavit of Release of Liens

13. - ASSIGNMENTS OF CONTRACT

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

14. - PARTNERS, SUCCESSORS, ASSIGNS AND LEGAL REPRESENTATIVES

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

15. – SEVERABILITY

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16.- ORDER OF PRECEDENCE

Any inconsistency between this Contract and the Contractor's Proposal shall be resolved by giving precedence in the following order:

1. Contract Agreement dated _____.
2. Contractor's Proposal-"Modernization Proposal" attached herto as Exhibit B

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

OWNER

CONTRACTOR

City of Ashland

By: _____
Debra S. Lewis, Mayor

By: _____

By: _____
Denise Oliphant, City Clerk

Title: _____
License No: _____

By: _____
Barbara Clement, Comptroller/Treasurer

Approved as to form: _____
Tyler W. Wickman, City Attorney

EXHIBIT A

VAUGHN PUBLIC LIBRARY

ELEVATOR UPGRADE

SCOPE OF WORK

PART 1 – GENERAL

- 1.01 This scope of work covers the modernization of the elevator at the Vaughn Library in Ashland, WI located at: 502 Main St W, Ashland, WI 54806. The Vaughn Public Library building is owned and operated by the City of Ashland (Owner).
- 1.02 All work will be performed by the Contractor per an agreed upon construction schedule, in a workmanlike manner and will include all work and material as specified herein. In all cases where a device or part of the equipment is herein referred to in the singular number, it is intended that such reference will apply to as many such devices as are required to complete the installation.
- 1.03 All work will be performed in accordance with the current edition of American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ANSI A17.1), ANSI A117.1 Barrier Free Code as pertaining to Passenger Elevators, the Americans with Disabilities Act (ADA), the National Electrical Code, and/or such State and Local elevator codes that are in effect on the date of this proposal.
- 1.04 The Contractor shall be licensed by the State of Wisconsin for the construction, alternation, replacement, maintenance, repair and removal of elevator conveyance systems per Wis. Admin Code SPS 305.911.
- 1.05 **SCHEDULE:** The Vaughn Public Library will remain in operation during the course of the modernization project. The Library Building is currently utilized for a variety of purposes and has variable operating hours. The building's 3rd floor is rented by the City to local tenants. In order to minimize the impact to current building operations, the Contractor is required to schedule the work after September 1 and complete construction by October 31. A project specific construction schedule, with milestone completion dates, a substantial completion date, and a final completion date, shall be submitted to the Owner for review and approval within 5 days following the receipt of the Notice of Award.
- 1.06 **DRAWINGS:** Contractor will prepare shop drawings showing the general arrangement and technical specifications of the elevator equipment and submit them to the Owner. Project drawings provided by Contractor will be those required for applicable fixture and/or cab approval and elevator permit only.

- 1.07 PERMITS, TAXES AND LICENSES: All applicable sales and use taxes, permit fees and licenses, as of the date bids are taken, will be paid for by the Contractor and shall be included in the bid. The Contractor shall coordinate and obtain any and all applicable permits and/or approvals for the work from the State of Wisconsin Department of Safety and Professional Services per Wis. Admin Code SPS 318.1007. The Contractor shall also arrange, coordinate, and be present for an inspection of the elevator following construction, and prior to being put back in service, per Wis. Admin Code SPS 318.1011. Arrangements for the permit should be completed prior to the start of construction at the Vaughn Public Library while time required for the inspection shall be included in the project specific schedule provided to the Owner per Section 1.05 of this specification.
- 1.08 STORAGE: A dry and protected area, within the building, conveniently located to the elevator hoistways, will be provided by the Owner to the Contractor without cost, for storage of materials and tools.
- 1.09 WARRANTY: Contractor will warrant all parts, equipment, and components installed under this specification against defects in materials and workmanship and will correct any defects not due to ordinary wear or tear or improper use or care which may develop for a period of twelve (12) months following the completion and acceptance of the Vaughn Public Library elevator.
- 1.10 WIRING DIAGRAMS: Two (2) complete sets of "made final" wiring diagrams including input and output signals will be furnished to the Owner.
- 1.11 Keys: Two (2) keys for each key switch specified will be furnished to the Owner.

PART 2 - DESCRIPTION OF EQUIPMENT:

Equipment noted as "REUSE EXISTING" shall be repurposed and/or refurbished, as necessary, to remain in operation as part of the modernized elevator system. Equipment noted otherwise shall be provided and installed by the Contractor.

QUANTITY:	ONE HYDRAULIC PASSENGER
CONTROL:	NEW NON-PROPRIETARY MICROPROCESSOR CONTROLLER
CAPACITY:	2500 LBS.

PART 2 - DESCRIPTION OF EQUIPMENT, CONTINUED:

SPEED:	125 F.P.M.
OPERATION:	SINGLE CAR SELECTIVE COLLECTIVE
CAR SIZE:	PLATFORM: REUSE EXISTING
CLEAR INSIDE:	REUSE EXISTING

TRAVEL:	29 FT. APPROXIMATELY, FIELD VERIFY
POWER SUPPLY:	208v, 3 ph, 60hz
POWER UNIT:	NEW SUBMERSIBLE POWER UNIT
STOPS:	FOUR STOPS
OPENINGS:	FOUR FRONT OPENINGS
HOISTWAY ENTRANCES:	REUSE EXSITING DOOR FRAMES AND DOORS
DOOR OPERATION:	NEW CLOSED LOOP DOOR OPERATOR
CAR ENCLOSURE:	REUSE EXISTING & REFURBISH PER CODE ALT #1- PROVIDE NEW CAB ENCLOSURE (SEE PART 7)
SIGNALS:	NEW CAR OPERATING PANEL WITH ALL FIRE SERVICE AND CODE REQUIRED FEATURES, INLCUDING AMERCIANS WITH DISABILITIES ACT (ADA) PROVISIONS. NEW SURFACE MOUNTED HALL STATIONS. VANDAL RESISTANT PUSH BUTTONS, LED LAMPS.

PART 3 - MODERNIZATION EQUIPMENT FEATURES

- 3.01 POWER UNIT (Oil Pumping and Control Mechanism): A submersible, self-contained unit consisting of the following items:
 - 3.01.1 Oil reservoir with tank cover and controller compartment with cover.
 - 3.01.2 An oil hydraulic pump.
 - 3.01.3 An electric motor.
 - 3.01.4 An oil silencer.
 - 3.01.5 Oil control unit with the following components built into a single housing; high pressure relief valve, check valve, automatic unloading up start valve, lowering and leveling valve, and magnetic controller.

- A) Pump: Positive displacement type pump specifically manufactured for oil-hydraulic elevator service. Pump shall be designed for steady discharge with minimum pulsation to give smooth and quiet operation. Output of pump shall not vary more than 10 percent between no load and full load on the elevator car.
 - B) Drive: Drive shall be direct coupling with the pump and motor submerged in the oil reservoir or by multiple V-belts and sheaves of number and size to insure maximum factor of safety. Drive type shall be determined based primarily on the load on the car, travel, and speed.
 - C) Motor: Standard manufacture motor specifically designed for oil-hydraulic elevator service. Duty rating shall comply with specified speeds, loads and existing electrical power supply capacity.
 - D) Oil Control Unit: The following components shall be built into a single housing. Welded manifolds with separate valves to accomplish each function are not acceptable. Adjustments shall be accessible and be made without removing the assembly from the oil line.
 - 1. Relief valve shall be externally adjustable and be capable of bypassing the total oil flow without increasing back pressure more than 10 percent above that required to barely open the valve.
 - 2. Up start and start valve shall be externally adjustable and designed to bypass oil flow during start and stop of motor pump assembly. Valve shall close slowly, gradually diverting oil to or from the jack unit, insuring smooth up starts and up stops.
 - 3. Check valve shall be designed to close quietly without permitting any measurable reverse flow.
 - 4. Lowering valve and leveling valve shall be externally adjustable for drop-away speed, lowering speed, leveling speed and stopping speed to insure smooth “down” starts and stops. The leveling valve shall be designed to level the car to the floor in the direction the car is traveling when slowdown is initiated.
- 3.01.6 Power controller shall contain electrical contactors, electro-mechanical switches and thermal overload relays. Mount components in a NEMA 1 enclosure. Logic control system shall be microprocessor based, non-proprietary and protected from environment extremes and excessive vibrations.
- 3.01.7 Reduced Voltage Starting: Provide a solid state starter to limit current inrush during starting and to provide gradual acceleration of the motor. Motor starting shall not be initiated by mechanical contacts. Starter shall include a current limit adjustment range of 200 percent to 450 percent of the overload adjustment range. Provide an integral fault detection and diagnostic system.
- 3.02 JACK UNIT: Reuse existing and refurbish as necessary. Install new packing.
- 3.03 PIT EQUIPMENT: Refurbish and paint existing pit equipment including guide rails. Install new packing.
- 3.04 PIPING: All new pipe and fittings to connect the new power unit to the jack assembly per code shall be provided.

- 3.05 HYDRAULIC OIL: Install new hydraulic oil to fill the system.
- 3.06 NON-PROPRIETARY, MICROPROCESSOR BASED CONTROLLER: New state-of-the-art, non-proprietary microprocessor-based programmable logic solid state controls shall be provided with the following features:
 - 3.06.1 Fire Service per national and local code requirements.
 - 3.06.2 Two-way leveling.
 - 3.06.3 All ADA compliant features.
 - 3.06.4 Inspection operation.
 - 3.06.5 Card Reader Provisions
 - 3.06.6 Emergency Battery lowering
 - 3.06.7 Security Camera Provisions
 - 3.06.8 USER INTERFACE TOOL: The UIT shall allow diagnosis, adjustment, and troubleshooting of the controller.
- 3.07 SELECTIVE COLLECTIVE OPERATION: Control of the elevator shall be automatic in operation by means of push buttons in the car numbered to correspond to floors served, for registered car stops by “up-down” push buttons at each intermediate landing and “call” push buttons at terminal landings. The momentary pressing of one or more buttons will dispatch the car to the designated landings in the order in which the landings are reached by the car, irrespective of the sequence in which the buttons are pressed. Each landing call will be cancelled when answered. When the car is traveling in the up direction, it will stop at all floors for which car buttons or “up” hall buttons have been pressed; it will not stop at floors for which “down” hall buttons have been pressed; it will not stop at floors when “down” buttons only have been pressed, unless the stop for that floor has been registered by a car button, or unless the down call is at the highest floor for which any buttons have been pressed. Likewise, the pressing of an “up” button when the car is traveling in the down direction will not stop the car unless the stop for that floor has been registered by a car button, or unless the up call is the lowest for which any button has been pressed. When the car has responded to its highest or lowest stop, and stops are registered for the opposite direction, its direction of travel will reverse automatically and it will then answer the calls registered for that direction. Should both up and down calls be registered at an intermediate floor, only the call corresponding to the direction in which the car is traveling will be cancelled upon the stopping of the car at the landing. An adjustable time delay shall be provided so that after the car has stopped in response to a hall button, the entering passenger may register his/her car button before the car will reverse to answer calls in the opposite direction.
- 3.08 FIREMAN SERVICE AND OTHER STANDARD FEATURES: The Fireman Service Operation and normal operating features are to be incorporated in accordance with the American National Standard Safety Code (ANSI A17.1- 2013).
- 3.09 CAB ENCLOSURE: Reuse existing and refurbish cab enclosure for code compliance. Install new two-speed cab fan and alarm bell.
- 3.10 CAR PLATFORM: Reuse existing and refurbish existing platform to meet code. A light fixture and GFI receptacle shall be provided on top and under the car.

- 3.11 TOE GUARD: Provide a new toe guard of required length to meet applicable codes.
- 3.12 CAR SLING: The existing sling shall be retained. A new data tag shall be installed on the top crosshead per code.
- 3.13 CAR SLIDE GUIDES: Reuse existing and refurbish to like new.
- 3.14 CAR TRAVEL LANTERNS: New car travel lanterns will be installed in the door jambs of the elevator cab. The operation of the new lanterns will be engineered into the new microprocessor controls to comply with all ADA requirements.
- 3.15 DOOR OPERATION: A new closed loop door operator will be installed. The new door control will be a digital closed loop system. The closed loop circuit shall give constant feedback on the position and velocity of the elevator doors. The motor torque shall be constantly adjusted to maintain the correct door speed based on its position and load. Door movements will be electrically cushioned at both limits of travel. Doors will automatically open when the car arrives at a landing and will automatically close after an adjustable time interval or when the car is dispatched to another landing
- 3.16 DOOR PROTECTION DEVICE: A door protection device using 40 microprocessor controlled infra-red light beams will be provided. The beams shall project across the car opening detecting the presence of a passenger or object. If door movement is obstructed the doors shall immediately reopen.
- 3.17 HOISTWAY ENTRANCES: Reuse existing entrances frames.
- 3.18 HOISTWAY DOORS: Reuse existing and refurbish hoistway doors for smooth and quiet operation. Install new gibs as required by code.
- 3.19 EMERGENCY DOOR UNLOCKING DEVICES: Provide new door unlocking devices for all floors.
- 3.20 DOOR RESTRICTORS: Door restricting devices will be provided in accordance with ANSI A17.1 Code - Rule 111.12.
- 3.21 HOISTWAY BRAILLE: New ADA compliant braille plates shall be installed on the existing hoistway entrance frames.
- 3.22 CAR OPERATING PANELS: The existing car operating panel shall be replaced with a new panel accommodating all features provided by the microprocessor controls. The new car operating panel shall be provided with vandal resistant style push buttons with LED lamps, ADA compliant telephone, fire service signage, emergency lighting and Braille. Provide a car call lockout key switch and space for future card reader control.
 - 2.22.1 ADA Speakerphone shall be VOIP ready and capable.
- 3.23 POSITION INDICATOR: A new digital car position indicator shall be incorporated into the new car operating panel.
- 3.24 FLOOR PASSING SIGNAL: An audible signal shall be provided to indicate the elevator car is stopping or passing a floor.
- 3.25 LANDING BUTTONS: New vandal resistant surface mounted hall pushbutton fixtures with an LED indicator halo shall be installed. The new fixtures shall be designed to incorporate ANSI A17.1 requirements. The hall pushbutton fixture at the main fire service floor shall include all requirements per code.

- 3.26 AUTOMATIC TERMINAL LIMITS: New electric limit switches shall be placed in the hatchway near the terminal landings and be designed to cut off the electric current and stop the car should it run beyond either terminal landing.
- 3.27 CAR TOP INSPECTION STATION: A new car top inspection station with an "emergency stop" switch and constant pressure "up-down" direction buttons shall be installed. This station will make the normal operating devices inoperative and give the inspector complete control of the elevator.
- 3.28 HOISTWAY ACCESS: Provide hoistway access switches at top and bottom landings per code. Plate and cover existing if necessary.
- 3.29 CAR TOP RAILINGS: Provide new railings on the car top per code.
- 3.30 PIT LADDER: A new code compliant pit ladder shall be installed.
- 3.31 PIT STOP SWITCH: A new pit stop switch will be installed.
- 3.32 LOBBY EMERGENCY LOCK BOX: Install emergency lock box and keys in box.
- 3.33 ELEVATOR PERSONNEL LOCK BOX: Install required lock box and keys in elevator equipment room.
- 3.34 WIRING: All hoistway, machine room and car wiring, including traveling cable shall be replaced as necessary to fulfill the requirements of the new microprocessor controls. New duct and flexible connections necessary for the proper installation of the new control equipment shall be provided as necessary.
 - 2.34.1 Provide extra wires in the traveling cable to accommodate future security features. A minimum of

4-14AWG, 2 shielded pair, and 1 Coaxial wires.

PART 4 - MISCELLANEOUS WORK AND SCHEDULE:

- 4.01 Prior to commencing work a work schedule shall be submitted to the Owner per Part 1.05.
- 4.02 The Contractor may perform work during regular operating hours of the Vaughn Public Library and during regular working days. Off hours access to the building can be provided through Coordination with the Owner.
- 4.03 The elevator will be out of service in the performance of the work as specified in the work schedule submitted to the Owner per Part 1.05.

PART 5 - TESTING:

- 5.01 EMERGENCY FIRE SERVICE: Perform Phase I and Phase II Fire Service tests to conform to applicable codes.
- 5.02 SYSTEM TESTING: Contractor shall perform testing of all existing, refurbished, and new elevator equipment, parts and components as necessary to ensure the elevator system is fully operational prior to inspection and returning the elevator to service.
- 5.03 TEST REPORTS: Completed copies of test reports shall be provided to the Owner.

- 5.04 All required testing may be during regular operating hours of the Vaughn Public Library and during regular working days. Observation and verification of such testing shall be completed in coordination with and in the presence of the Owner, if requested.

PART 6 - CLEAN UP AND INSPECTION:

- 6.01 CLEAN UP: Elevator contractor shall remove all debris resulting from work on this contract. Remove from project site all equipment and unused or removed materials and restore building and premises to neat, clean appearance.
- 6.02 INSPECTION: All materials and workmanship shall be subject to inspection or testing. The Owner will have the right to reject defective or inferior material or workmanship and require correction of such without additional cost to the Owner.

PART 7 - ALTERNATES:

Alternate #1- MAINTENANCE SERVICE: Contractor will furnish maintenance and regular time callback service on the Vaughn Public Library elevator from the time that the elevator is removed from service for the modernization work and for a period of twelve (12) months following the completion of the elevator. This service will consist of periodic examinations of the equipment, adjustments, lubrication, cleaning, supplies and parts to keep the equipment in proper operation, except such adjustments, parts or repairs made necessary by abuse, misuse or any other causes beyond the control of Contractor. All work will be done by trained employees of Contractor.

Alternate #2- CAB REMODEL ALLOWANCE: Provide \$15,000 for cab interior upgrades to be selected by the owner. Cab installation of twenty four (24) labor hours shall not be included in the allowance but should be included in the base bid. The intent is for all new items of the cab interior for an updated appearance along with elevator and ADA code compliance. New items may be, but are not limited to, new laminate plastic applied panels, reels, handrailings, ceiling, LED cab lighting, and flooring. Interior design/finish/color selections will be by the Owner from manufacturers' standard selections. The weight of all replaced equipment of the car enclosure including the door equipment shall be identified for the AHJ and be properly allocated in the design of the new power unit. If the difference in weight of the new equipment exceeds the 5% allowable under code, the appropriate reporting, studies and actions shall be required.

Alternate #3- ELECTRONIC DOOR PROTECTION: Furnish and install a new electronic door protection device, as specified above under 2.16 for the Ashland City Hall elevator; located at 601 W. Main Street, Ashland, WI.

Modernization Proposal



thyssenkrupp

April 23, 2019

Vaughn Library

Purchaser: City Of Ashland
Address: 601 MAIN ST W

Ashland, WI 54806-1747

Location: Vaughn Library
Address: 502 2ND AVE E

Ashland, WI 54806-1747

thyssenkrupp Elevator Corporation (hereinafter "thyssenkrupp" or "thyssenkrupp Elevator") is dedicated to delivering City Of Ashland (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of \$74,638 inclusive of all applicable sales and use taxes to modernize the elevator equipment at the Vaughn Library described in the pages that follow along with your request for bids dated April 2019.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next forty-five (45) days unless it is revoked earlier by thyssenkrupp in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including the possibility that thyssenkrupp may be subjected to increased charges by its suppliers for any of the applicable materials and/or components due to the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities or the possibility that the work described in this Proposal is not completed by December 31, 2019.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

A handwritten signature in black ink that reads "Ryan Boe".

Ryan Boe
Territory Manager
ryan.boe@thyssenkrupp.com
218-591-2479

Modernization Proposal



SCOPE OF WORK

Group 1	HYDRAULIC	\$74,638.00
	1	
Pump Unit		
Power Unit (Submersible)	New	
Shut Off Valve	New as necessary	
Oil	New	
Oil Line	New as necessary	
Control System		
Controller	New - Controller (tank mounted)	
Machine Room Wiring	New as necessary	
Car Door Equipment		
Front Car Door Operator	New	
Door Detectors	New	
Door Restrictor	New	
Cab/Platform/Car Fixtures		
Car Door	New	
Cab Fan	New	
Car Top Railing	New - Car Top Railing	
Main Car Station	New - Main Car Station Includes: Custom Stainless Steel #4 finish, Swing Return, Braille Plates, Digital Position Indicators, Standard Key Switch Package, Locked Service Cabinet, ADA Phone System (VOIP ready), Emergency Light, Vandal Resistant Floor Buttons	
Car Position Indicator	New	
Car Traveling Lantern	New	
Hands Free Phone	New	
Emergency Lighting	New	
Alarm Bell	New	
Hall and Lobby Fixtures		
Hall Stations	New	
Jamb Braille	New	
Hoistway Access Stations	New	
Hoistway Equipment		
Car Top Inspection Station	New	
Leveling Unit / Landing System	New	
Hoistway Door Equipment		
Gibs	New as necessary	
Hoistway Wiring		
Traveling Cable / Car Wiring	New – additional 4-14AWG, 2 shielded pair, and 1 Coaxial wires included	
Hoistway Wiring	New	
Raceway / Duct / Piping	New as necessary	
Pit		
Pit Ladder	New	
Pit Switch	New	
Jack Packing	New	
Miscellaneous		
Toe Guard	New	
Terminal Limit switches	New	
Emergency Lock box	New	

Modernization Proposal



Value Engineering Opportunities & Alternates (Initial next to the option below to indicate acceptance)

VALUE ENGINEERING OPPORTUNITIES & ALTERNATES

1. Contractor will furnish maintenance and regular time callback service on the Vaughn Public Library elevator from the time that the elevator is removed from service for the modernization work and for a period of twelve (12) months following the completion of the elevator. This service will consist of periodic examinations of the equipment, adjustments, lubrication, cleaning, supplies and parts to keep the equipment in proper operation, except such adjustments, parts or repairs made necessary by abuse, misuse or any other causes beyond the control of Contractor. All work will be done by trained employees of Contractor. **Add \$2,400** to base bid.

Initial Here for Acceptance of Alt
#1: _____

2. CAB REMODEL ALLOWANCE: Provide \$15,000 for cab interior upgrades to be selected by the owner. Cab installation of twenty four (24) labor hours shall not be included in the allowance but should be included in the base bid. The intent is for all new items of the cab interior for an updated appearance along with elevator and ADA code compliance. New items may be, but are not limited to, new laminate plastic applied panels, revels, handrailings, ceiling, LED cab lighting, and flooring. Interior design/finish/color selections will be by the Owner from manufacturers' standard selections. The weight of all replaced equipment of the car enclosure including the door equipment shall be identified for the AHJ and be properly allocated in the design of the new power unit. If the difference in weight of the new equipment exceeds the 5% allowable under code, the appropriate reporting, studies and actions shall be required. **Add \$15,000** to base bid.

Initial Here for Acceptance of Alt
#2: _____

3. ELECTRONIC DOOR PROTECTION: We have included with our base bid the installation of a new electronic door protection device, as specified above under 2.16 for the Ashland City Hall elevator; located at 601 W. Main Street, Ashland, WI. **DEDUCT \$1,423** from base bid if not required.

Initial Here for Acceptance of Alt
#3: _____

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- Execution of this Proposal
- Payment for pre-production and engineering
- Approval of layout
- Execution of thyssenkrupp's Material Release Form

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	2-4 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	6-8 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	5 to 7 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of thyssenkrupp's control, are subject to change without notice to Purchaser and shall not be binding on thyssenkrupp.

2. Payment Terms

Modernization Proposal



50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from thyssenkrupp's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

50% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event thyssenkrupp fails to receive payment within thirty (30) days of the date of a corresponding invoice, thyssenkrupp reserves the right to demobilize until such a time that the payments have been brought up to date, and thyssenkrupp has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

Purchaser agrees that thyssenkrupp shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as thyssenkrupp has been paid 100% both of the price reflected in this Proposal and for any other work performed by thyssenkrupp or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$74,638
Initial progress payment:	(50%)	\$37,319
Total of remaining progress payments:	(50%)	\$37,319

3. Warranty

thyssenkrupp warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of thyssenkrupp's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by thyssenkrupp. In the event that thyssenkrupp's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. thyssenkrupp makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that thyssenkrupp will provide free service for periodic examination, lubrication, or adjustment, nor will thyssenkrupp correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give thyssenkrupp prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, thyssenkrupp shall, at its own expense, correct any proven defect by repair or replacement. thyssenkrupp will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall thyssenkrupp be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to thyssenkrupp Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with thyssenkrupp Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:

- a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/

Modernization Proposal



- b. A legal machine/control room, adequate for the elevator equipment, including floors, trap doors, gratings, access platforms, ladders, railings, foundations, lighting, ventilation sized per the thyssenkrupp shop drawings. Purchaser must maintain machine/control room temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
- c. Adequate bracing of entrance frames to prevent distortion during wall construction.
- d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding thyssenkrupp sill supports, steel angles, sill recesses;
- f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide the following:
 - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
 - b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
 - c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
 - d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
 - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
 - f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
 - g. a dedicated, analog telephone line to elevator each controller recognizing that the elevator telephone is required by code to be monitored 24 hours a day, 7 days a week; one additional telephone line per group of elevators for diagnostic capability wired to designated controller;
 - h. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
 - i. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
 - j. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
 - k. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, thyssenkrupp Elevator will provide Purchaser with a written change order for Purchaser's execution.
 - l. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
 - m. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
 - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, thyssenkrupp Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of

Modernization Proposal



- additional labor at thyssenkrupp Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
- b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
 - c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, thyssenkrupp shall immediately advise the Purchaser and costs will be extra to the contract;
 - d. in ground protection systems other than thyssenkrupp Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
 - e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
 - f. engineering, provision and installation of methane barriers or coordination/access;
 - g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
 - h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
 - i. any spoils or water testing;

5. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during thyssenkrupp's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by thyssenkrupp modernization mechanics at the thyssenkrupp branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both thyssenkrupp and Purchaser (hereinafter thyssenkrupp's regular working days and regular working hours shall be collectively defined as "normal working hours"). thyssenkrupp shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all thyssenkrupp personnel at no additional cost to thyssenkrupp.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, thyssenkrupp is authorized to warehouse the equipment at the thyssenkrupp warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse thyssenkrupp for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local thyssenkrupp warehouse. Any warranties provided by thyssenkrupp for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- g. thyssenkrupp includes one mobilization to the jobsite. A mobilization fee of \$2,500.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and thyssenkrupp's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- i. Purchaser shall provide an on-site dumpster. thyssenkrupp will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
- j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. thyssenkrupp will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. thyssenkrupp assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.

Modernization Proposal



6. Temporary Use, Inspection and Turnover

- a. Unless required by specification, thyssenkrupp will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of thyssenkrupp's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at thyssenkrupp's standard local billing rates. In the event that an elevator must be provided for temporary use, thyssenkrupp will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to thyssenkrupp with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$3,500.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at thyssenkrupp's local service billing rates.
- b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of thyssenkrupp, thyssenkrupp will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$2,500.00 via change order prior to scheduling a re-inspection.
- c. Upon notice from thyssenkrupp that the modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute thyssenkrupp's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of thyssenkrupp's notice of completion to Purchaser unless both thyssenkrupp and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of thyssenkrupp's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
- d. Should the Purchaser or the local authority having jurisdiction require thyssenkrupp Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate thyssenkrupp Elevator for its time at thyssenkrupp Elevator's current billing rate as posted at its local office.
- e. At the conclusion of its work, thyssenkrupp Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in thyssenkrupp Elevator's sole opinion, is neat and clean.
- f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.
- g. Purchaser agrees to accept thyssenkrupp's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

7. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

- a. Purchaser authorizes thyssenkrupp elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
- b. thyssenkrupp Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. thyssenkrupp Elevator may remove the devices and cease all data collection and analysis at any time.
- c. If the service agreement between thyssenkrupp Elevator and Purchaser is terminated for any reason, thyssenkrupp Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by thyssenkrupp Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.

Modernization Proposal



g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

8. Additional Terms and Conditions

- a. In no event shall thyssenkrupp be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, thyssenkrupp reserves the right to modify this Proposal or rescind it altogether.
- c. thyssenkrupp is an equal opportunity employer.
- d. thyssenkrupp's performance of the work described in this Proposal is contingent upon Purchaser furnishing thyssenkrupp with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon thyssenkrupp as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon thyssenkrupp after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All taxes, tariffs, duties, permit and/or license fees imposed upon thyssenkrupp as of the date of the execution of this Proposal are included in the price of the Proposal. Purchaser is responsible, in addition to the Proposal price, to pay thyssenkrupp for any additional (or any increase in) applicable taxes, tariffs, duties, permit and/or license fees imposed upon thyssenkrupp after the date of acceptance of this Proposal by any governmental authority or by any of thyssenkrupp's suppliers of the materials and/or components required in connection with this Proposal.
- f. Purchaser agrees to provide thyssenkrupp's personnel with a safe place in which to work and thyssenkrupp reserves the right to discontinue work at the jobsite whenever, in thyssenkrupp's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. thyssenkrupp Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above thyssenkrupp's standard practices and policies may require additional costs.
- h. thyssenkrupp Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by thyssenkrupp in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both thyssenkrupp and Purchaser in writing before becoming effective.
- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor thyssenkrupp's work place and prior to and during thyssenkrupp's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event thyssenkrupp's employees or those of thyssenkrupp's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold thyssenkrupp harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
- k. thyssenkrupp retains title to and a security interest in all equipment it supplies – which thyssenkrupp and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, thyssenkrupp may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at thyssenkrupp's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for thyssenkrupp to file in public offices in order to perfect thyssenkrupp's security interest in such equipment.
- l. thyssenkrupp shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
- m. The rights of thyssenkrupp under this Proposal shall be cumulative and the failure on the part of the thyssenkrupp to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by thyssenkrupp in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
- n. In the event thyssenkrupp engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees.

Modernization Proposal



Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

o. thyssenkrupp can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

p. Should loss of or damage to thyssenkrupp's material, tools or work occur at the project site, Purchaser shall compensate thyssenkrupp for such loss, unless such loss or damage results from thyssenkrupp's own acts or omissions.

q. Purchaser, in consideration of thyssenkrupp performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit thyssenkrupp Elevator Corporation, thyssenkrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "thyssenkrupp party" and collectively the "thyssenkrupp parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a thyssenkrupp party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that thyssenkrupp party. Purchaser recognizes that its obligation to defend the thyssenkrupp parties under this clause, which is separate and apart from its duty to indemnify the thyssenkrupp parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

r. Purchaser further expressly agrees to name thyssenkrupp Elevator Corporation and thyssenkrupp Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure thyssenkrupp Elevator Corporation and thyssenkrupp Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or losses arising from the negligence of thyssenkrupp Elevator Corporation and thyssenkrupp Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

s. thyssenkrupp's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

Modernization Proposal



Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of thyssenkrupp will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of **Seventy Four Thousand Six Hundred Thirty Eight Dollars (\$74,638)**.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized thyssenkrupp manager.

City of Ashland
(Purchaser):

thyssenkrupp Elevator Corporation Management Approval

By:

(Signature of Authorized Individual)

By:

(Signature of Branch Representative)

(Print or Type Name)

Caleb Evans

(Print or Type Title)

Sales Manager

(Date of Acceptance)

(Date of Execution)

SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT

Please Remit To: thyssenkrupp Elevator Corporation
Attn: Accounts Receivable Dept.
2801 Network Blvd Ste 700
Frisco, TX 75034-1885

Attn: City Of Ashland
601 Main Street W
Ashland WI, 54806-1747

Date	Terms	Reference ID	Customer Reference # / PO
April 23, 2019	Immediate	ACIA-1KARDFQ	
Total Contract Price:			\$74,638.00
Initial progress payment:			(50%) \$37,319.00

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at 218-591-2479. To make a payment by phone, please call 972-963-5294 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/thyssenkruppelevator/ig/one-time-payment>

Thank you for choosing thyssenkrupp Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	City Of Ashland	Remit To:
Location Name:	Vaughn Library	thyssenkrupp Elevator
Customer Number:	51525	Corporation
Quote Number:	2019-2-681345	Attn: Accounts Receivable
Reference ID:	ACIA-1KARDFQ	Dept.
Remittance Amount:	\$37,319.00	2801 Network Blvd Ste 700,
		Frisco TX 75034-1885

SUBJECT: Approve to Award the Contract for the 2019 Sewer Televising and Smoke Testing Project to Hydro-Klean, LLC (*Roll*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Water and Waste Water Utility Manager

EXHIBITS:

1. Infiltration and Inflow (I&I) in Ashland
2. City of Ashland Waste Water Distribution and Metering Districts

EXPENDITURES REQUIRED:

\$54,221.50	Submersible Camera Investigation
\$61,650.00	Smoke Testing
<u>\$11,587.15</u>	Contingency
\$127,458.65	

AMOUNT BUDGETED: \$150,000.00 Fund 690 Cash Reserves

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on May 1, 2019, that Hydro-Klean, LLC 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:

In response to ongoing problems with infiltration and inflow (I&I) impacting the sewer collection system, the City completed a study in 2009 that included flow monitoring after storm events within 13 sewage metering districts throughout the City. This effort identified Districts 1, 2, 3, 4, 7, 8, 11, and 12 (see attached map) as being the primary contributors to the observed I&I. Districts 7 and 8 were found to include the most significant sources of I&I and, as a result, a 2011 project completed inspection of all sanitary pipes within Districts 7 and 8 via submersible camera, as well as smoke testing in District 7.

Deficient pipes in District 7 were replaced as part of the 2011 project in order to address possible sources of infiltration but sources of inflow identified as part of the smoke testing were not addressed. City Utility staff will further investigate these issues in summer 2019. In addition, the results of the submersible camera investigation in District 8 are currently being assessed in order to identify pipeline replacement projects to address sources of infiltration.

The 2019 Sewer Televising and Smoke Testing Project is based on the results of the 2009 study and will resume the investigative efforts initiated in 2011. The project will consist of inspection of sanitary pipes via submersible camera and smoke testing.

The City independently developed a contract package for the 2019 Sewer Televising and Smoke Testing Project that was advertised on April 13th and April 20th. Bids were solicited from Northern Pipe Inc., Visu-Sewer, and Hydro-Klean LLC. Bids were received on April 24th, with Hydro-Klean LLC being the only responsive bidder however, the bid received was significantly lower than the City's estimate for the work.

The Wastewater Utility currently has adequate cash reserves to support the project. However, the contract package was developed in a manner that allowed the sewer televising and smoke testing work to be eligible for cost reimbursement as part of a USDA loan application previously submitted by the City. Staff is currently finalizing the application for completion later this year.

Public Works staff recommends entering into an agreement with Hydro-Klean LLC at a cost of \$127,458.65, including project contingency.

Work Description:

As part of the project, submersible camera investigation will be completed in Districts 1, 3, and 4, corresponding to 4.8 miles of pipe. The submersible camera investigation is an ongoing collection system maintenance activity required by the Utility's Capacity, Management, Operation, and Maintenance (CMOM) plan. The Wisconsin Department of Natural Resources (WDNR) required the City to implement the CMOM in response to observed sewage overflows. Completion of the submersible camera investigation will assist the City in maintaining WDNR permit requirements for sewage discharge into Chequamegon Bay. Smoke testing will also be completed in Districts 1, 2, 3, 4, 8, 11, and 12, corresponding to 25 miles of pipe. A major priority is completion of smoke testing in District 8, where the flow data from 2009 indicates the presence of major sources of inflow. As a result of the project, the City will have a better understanding of pipe replacement needs in Districts 1, 3, and 4 that may be necessary in order to address sources of infiltration. The smoke testing will provide the City with a better understanding of the most significant system wide sources of inflow. A system specific understanding of these needs is necessary to effectively and efficiently pursue funding to support sewer collection system upgrades to address the impact of I&I on the sewage collection system and the frequency of sewage overflow.

Infiltration & Inflow (I&I) in Ashland

History & Background

Infiltration = Clearwater entering sanitary sewer system through cracks, breaks, and other defects in the collection system (pipes and manholes).

Inflow = Clearwater entering sanitary sewer system through direction connections to the collection system (sump pumps, roof drains, storm sewer catch basins and pipes)

Ashland's rich history means that much of the sanitary sewer system is aged. Of the City's 54 miles of sanitary sewer piping, about 28% of the pipes are 100 yrs or older and 43% are 60 yrs or older.

In 1991, the City's Wastewater Treatment Plant (WWTP) was relocated from the lakeshore to the current site. The WWTP's treatment capacity is 3.84 MGD and includes an overflow basin with a capacity of 8.5 million gallons to address I&I issues. Average daily flows to the WWTP are just under 1 MGD.

Some Data

Based on the figures above, when a sewage overflow occurs, flows to the WWTP have increased or peaked by a factor of 12! Applicable design standards allow for a maximum peaking factor of 4. In 2009, a study divided the collection system into 13 sewage districts for the purpose of flow monitoring.

Sewer District	Daily Dry Weather Flow (DWF) mgd	Peak I/I Flow Rate mgd	Ratio of Peak I/I Flow Rate vs. DWF
1 *	0.191	2.721	14.2
2 *	0.059	1.519	25.7
3 *	0.042	1.247	29.7
4 *	0.026	0.691	26.6
5	0.057	0.792	13.9
6	0.047	0.236	5
7 *	0.122	3.653	29.9
8 *	0.028	6.204	221.6
9	0.049	0.468	9.6
10	0.04	0.12	3
11 *	0.155	1.573	10.1
12 *	0.067	2.281	34
13	0.001	0.034	34
Totals	0.884	21.539	

Past Projects

A 2011 project completed inspection of all sanitary pipes within Districts 7&8 via submersible camera. Smoke testing was also completed in District 7 to identify sources of inflow. Pipe repairs/replacement were completed in District 7.

Planned Efforts

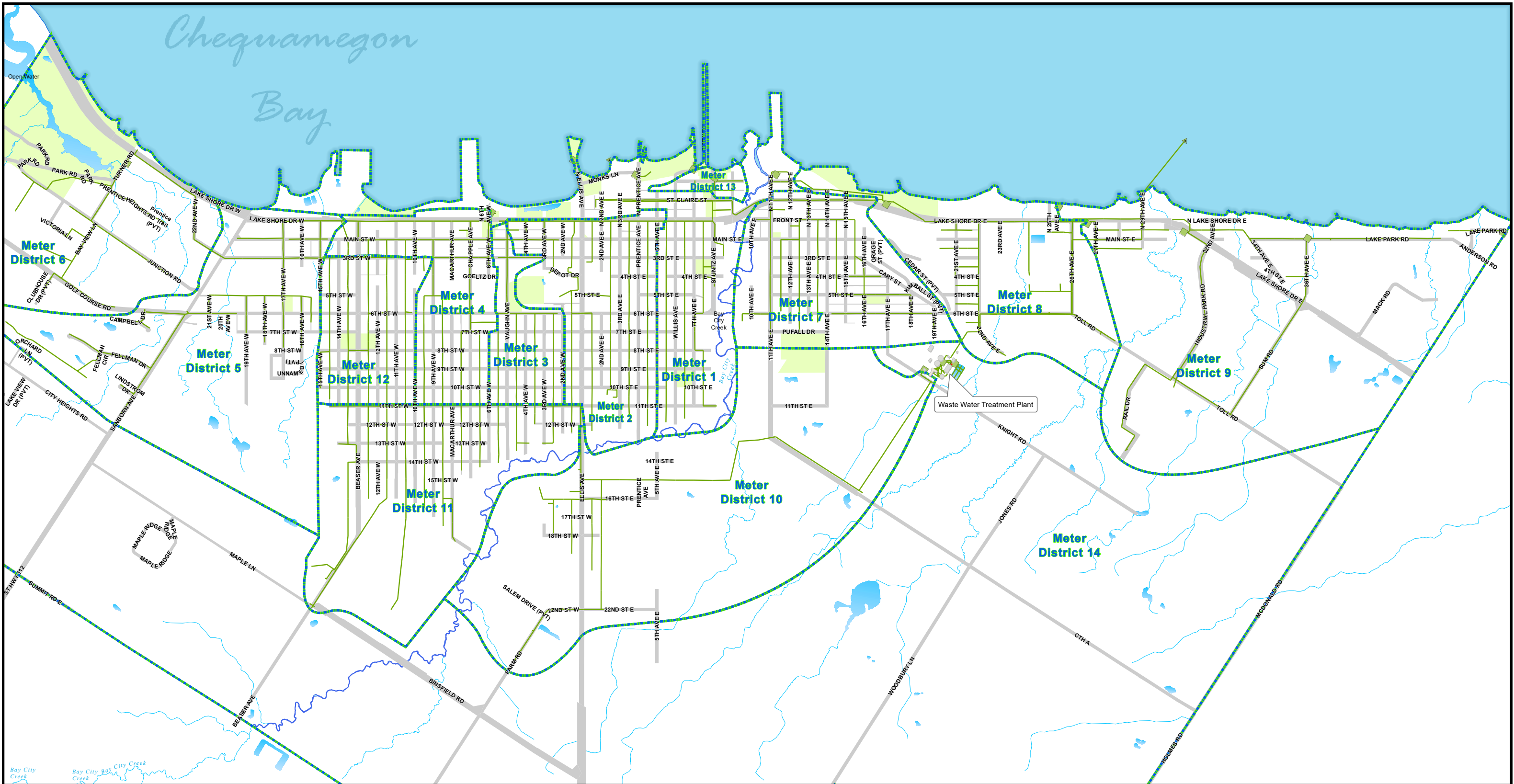
Financed through USDA loans, the City plans to continue I&I investigative efforts in 2019 to inform future capital projects.

Dye testing will be completed in District 7 to identify specific locations of inflow.

Camera inspection will be complete in Districts 1, 3 and 4 to identify sources of infiltration.

Smoke testing will be completed in Districts 1, 2, 3, 4, 8, 11, and 12 to identify sources of infiltration.

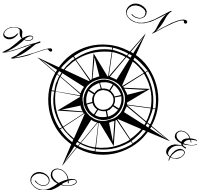
Additional USDA loans are planned to support capital projects in 2020 and beyond. Some grants may be available and a future rate study (timeline unknown) will be considered.



City of Ashland Waste Water Distribution and Metering Districts

Legend

-  Lift Stations
-  Sanitary Mains
-  Streams
-  Meter Districts
-  Right of Ways
-  Parks



1 inch = 1,817 feet
0 0.1 0.2 0.3 0.4 0.5 Miles

Find yourself next to the water
ASHLAND
City of Ashland, Wisconsin
601 Main Street West Ashland, WI 54806 www.coawi.org

City of Ashland Dept. of Public Works
Geographic Information Systems Division
Created: 02/15/2019
Map for informational purposes only.

SUBJECT: Approve to Award a Contract for Refurbishing an Ore Dock Chute to Martini's Mobile Blasting and Coating (Voice)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Mayor, City Administrator, Parks & Recreation Director

EXHIBITS: 1. Proposal from Martini's Mobile Blasting and Coating, 04-16-2019

EXPENDITURES REQUIRED: \$19,598.83 Contract Services
1,959.88 10% Contingency
\$21,558.71 Total

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: \$21,558.71 Ore Dock Charitable Trust Funds

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on May 9, 2019, that Martini's Mobile Blasting and Coating 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:

Various original ore dock equipment/attachments have been salvaged and donated to the Ashland Ore Dock Redevelopment project.

Phase I of the project is to construct the Ashland Overlook, which is an elevated platform at the transition of the 1916 section to the 1925 section. This phase will be the first step in getting a walkway constructed over the "diamonds" and providing public access to the end of the ore dock base. Included in this project is the installation of six refurbished original ore dock light towers, fabrication and installation of three safety ladders, installation of the donated ore dock chute, and landscaping. Phase I is anticipated to be completed by June 1,

2019.

Martini's Mobile Blasting and Coating of Bessemer, Michigan has submitted a proposal of \$19,598.83 to refurbish the ore dock chute. This expenditure has not been "budgeted for". Martini's had previously refurbished the light towers for the project and staff was pleased with the results. Another business contacted for this work does not have the lead abatement or space needed to do this type of work.

Sec. 194.03. Purchases of more than \$15,000 and less than \$30,000. Purchases of more than \$15,000 and less than \$30,000 may be authorized by the City Administrator if sufficient funds are budgeted, but bids or proposals must be sought by advertisement or by solicitation, in which case three bids or proposals must be obtained unless the City Administrator and Mayor waive the advertising or solicitation requirement, or any part thereof. This section applies to the purchase of tangible personal property and to services, including construction contracts for more than \$15,000 and less than \$25,000 (or such other amount as by future statutory amendment sec. 62.15, Wis. Stats., requires advertisement and contracting with the lowest responsible bidder). The Mayor and City Administrator agree to waive the requirement for solicitation of bids or proposals.

Staff is requesting approval of the contract with Martini's Mobile Blasting and Coating and approval of the funding from the Ore Dock Charitable Trust.

MARTINI'S MOBILE BLASTING AND COATING

WE BLAST AWAY THE COMPETITION!

19979 S. JOHNSON ROAD

BESSEMER, MI 49911

908.364.5499

EMAIL: MARTINI92@YMAIL.COM

Proposal

PROPOSAL NO. 19006

SHEET NO.

DATE 4-16-19

PROPOSAL SUBMITTED TO:

WHERE TO BE PERFORMED AT

NAME Ashland Parks + Recreation

ADDRESS MMBBC Shop + Fabrication

ADDRESS Ashland, Wi.

by North Country Welding

Smith group Project #21094.001

DATE OF PLANS

PHONE NO.

ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of Smith group Project #21094.001 - Ore Chute with engineered mounting and support structure. Using Sherwin Williams Enviroelastic 940 DTM coating to specs listed in product data sheet.

Pre-Fab Sandblast - \$775⁰⁰

Fabrication (Materials + Labor) - \$10,423³²

Post-Fab Sandblast - \$4375⁰⁰

Painting (Materials + Labor) - \$4025⁰⁰

(Total - 19,598³²)

Price does not include pickup or delivery. Not responsible for damage caused by transportation or installation of project.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Nineteen Thousand Five Hundred Ninety Eight Dollars (\$ 19,598³²) with payments to be made as follows.

50% down at start of project, 50% final payment within 30 days of completion of project

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Eric Martini

Including Weather

Per

Note - this proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Date

Signature