THE CITY OF ASHLAND WILL BE CONDUCTING THEIR MEETINGS IN PERSON
at
CITY HALL COUNCIL CHAMBERS, 601 MAIN STREET WEST, ASHLAND, WI
WITH THE AVAILABLITY TO ATTEND VIRTUALLY

Please contact the Clerk's office if you require accommodations to attend the meeting.

To join the meeting from your computer, tablet or smartphone:

https://global.gotomeeting.com/join/500263957

Or dial in using your phone.

United States (Toll Free): 1-877-309-2073

Access Code: 500-263-957

ASHLAND CITY COUNCIL MEETING
Tuesday, January 11, 2022 – 5:30 PM

Please silence all cell phones during the meeting

1. **CALL TO ORDER**
    - A. **Roll Call, Moment of Silence and Pledge of Allegiance**
2. **APPROVAL OF AGENDA**
3. **APPROVAL OF MINUTES**
    - A. **December 7, 2021 City Council Meeting Minutes**
4. **CITIZEN PARTICIPATION PERIOD**
5. **MAYOR'S REPORT**
    - A. **Announcements**
    - B. **Appointments**
6. **CONSENT AGENDA**
    - A. Miscellaneous Meeting Minutes
7. **NEW BUSINESS**
    - A. **Approve SmithGroup Task Authorization No. 7 - Ore Dock Design Services for Phase 2 Diamond Access Construction Documents and Construction Administration** *(Parks)* Roll
    - B. **Approve to Purchase Ford F550 Ultramedic Road Rescue from Everest Emergency Vehicles, Inc.** *(Fire Department)* Roll

C. **Approve a Resolution to Repeal and Replace Resolution No. 15838 to Decrease the Membership for the Disabled Parking Enforcement Assistance Council** (Clerk) *Roll*

D. **Approve an Ordinance to Amend Chapter 49 (2018-1906) Sustainability Committee Ordinance, Ashland City Ordinances** *(Planning)* Roll

E. **Approve to Accept a Professional Design Engineering Services Proposal from Cedar Corporation to Complete the Design of the 2022 Watermain Improvements Project - 4th Avenue West** *(Public Works)* Roll

F. **Approve to Accept a Professional Construction Engineering Services Proposal from Cedar Corporation for the 2022 6th Street East Reconstruction and Utility Replacement Project** *(Public Works)* Roll

G. **Approve to Award Bid to Classic Protective Coatings for the Water Storage Mixer Install Project** *(Public Works)* Roll

H. **Approve Change Order No. 3 to Michels Corporation for the 2021 Sanitary Sewer Collection System Repairs Project** *(Public Works)* Roll

I. **Approve an Amendment to the Sidewalk Special Assessment Policy** *(Public Works)* Voice

J. **Approve the Professional Services Agreement between the City of Ashland, WI and Managing Results, LLC.** *(Administration)* Roll

K. **Approve an Ordinance to Create Chapter 860 (2022-1954) Motor Vehicle Registration Fee, Ashland City Ordinances** *(City Administrator)* Roll

8. **CLOSED SESSION (Roll)**

A. **CLOSED SESSION Pursuant to WI 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."** *(Copper Cup) City Attorney*

B. **CLOSED SESSION Pursuant to WI Stat. 19.85(1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body on a strategy to be adopted with respect to current or likely litigation."** *(A to Z Plumbing v. City of Ashland, AC Cases 2021 SC 250 and 2021 SC 239, and likely litigation by A to Z Plumbing and Zygmund Jablonski) City Attorney*

C. **RETURN TO OPEN SESSION** ***Voice***

D. **REPORT OF ACTION TAKEN BY COUNCIL 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

THE CITY OF ASHLAND WILL BE CONDUCTING THEIR MEETINGS IN PERSON at CITY HALL COUNCIL CHAMBERS, 601 MAIN STREET WEST, ASHLAND, WI WITH THE AVAILABLITY TO ATTEND VIRTUALLY

Please contact the Clerk's office if you require accommodations to attend the meeting.

To join the meeting from your computer, tablet or smartphone:

https://global.gotomeeting.com/join/500263957

Or dial in using your phone.

United States (Toll Free): 1-877-309-2073

Access Code: 500-263-957

ASHLAND CITY COUNCIL MEETING MINUTES
Tuesday, December 7, 2021 – 5:30 PM
Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, December 7, 2021 Ashland City Council meeting was called to order by Mayor Debra Lewis at 5:30 p.m.

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

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

PRESENT: Kevin Seefeldt, Sarah Jackson, Ana Tochterman, Eric Lindell, Kevin Haas, Charlie Ortman, Liz Franek, Dick Pufall, Jackie Moore

ABSENT: None.

ALSO PRESENT: Mayor Deb Lewis, Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Planning Director Megan McBride, Fire Chief Stuart Matthias, Finance Director Julie Vaillancourt, and other concerned citizens.

2. APPROVAL OF AGENDA

Lewis asked to remove Agenda Item 7R to be discussed at a later date. Lindell moved, seconded by Haas to approve the amended agenda. The motion carried unanimously by voice vote.

3. APPROVAL OF MINUTES

A. November 16, 2021 City Council and Committee of the Whole Meeting Minutes

B. November 30, 2021 City Council Meeting Minutes

Pufall moved, seconded by moore to approve the minutes as presented. The motion carried unanimously by voice vote.

4. CITIZEN PARTICIPATION PERIOD

There were no Citizens present wishing to address the Council.

5. MAYOR'S REPORT

A. Announcements

Lewis noted that City Hall was open to gather and file papers for City contests, which include Mayor, Alderpersons 1, 3, 5, and 7. Completed paperwork is due to the City clerk by 5:00 p.m. on Tuesday, January 4, 2022. Work continues at the Emergency Shelter and they are hoping to be open by the end of the year. A reminder was made regarding the bimonthly utility billing. Tony Jensen from the Memorial Medical Center Behavior Health Department will be hosting a Zoom meeting, "Dope Sick", on December 14, 2021 beginning at 5:30 p.m. Lewis summarized the City's accomplishments over 2021 and thanked the Councilors for their time and energy to make those projects successful.

B. Appointments

Haas moved, seconded by Lindell to approve the following to be appointed to the Sustainability Committee: Adam Zais, Amy Amman, and Axel Peterman. The motion carried unanimously by voice vote.

6. CONSENT AGENDA

A. Approve the 2022 Common Council Meeting Calendar *(Clerk)*

B. Approve the Appointment of 2022-2023 Election Inspectors and Special Voting Deputies *(Clerk)*

C. Approve to Waive the Requirements Set Forth in Chapter 923.10, Ashland City Ordinances, and Approve a Joint Powers Agreement between Ashland County and the City of Ashland for Ashland County 911 Emergency System *(Emergency Services)*

D. Approval to Accept a 2022 Urban Forestry Grant from the Wisconsin Department of Natural Resources for the City of Ashland Urban Forestry Program: Tree Inventory & Reforestation Project *(Parks)*

E. Approve a Schedule of Appointment of Agent Application for Kwik Trip 110 at 1814 Lake Shore Drive West, Ashland, WI, Applicant Amanda OLeary *(Clerk)*

F. Miscellaneous Meeting Minutes

Lindell moved, seconded by Haas to approve the Consent Agenda. The motion carried unanimously by voice vote.

7. NEW BUSINESS

A. Presentation and Discussion of City of Ashland 2020 Audit *(Finance)*

Kim Shult of Baker Tilly made a presentation and answered questions for Council of the 2020 audit.

B. Public Hearing on the Proposed 2022 City of Ashland Budget *(Mayor)* Roll

Haas moved, seconded by Moore to enter a public hearing. The motion carried unanimously by roll call vote. Oliphant noted that the public notice was published in the Daily Press at least fifteen days prior to the public hearing date, posted to three public locations and on the City's website. There were no citizens present to share their comments. Lindell moved, seconded by Moore to close the public hearing. The motion carried unanimously by voice vote.

C. Approve a Resolution Authorizing the Award and Sale of a $270,000 Short Term General Obligation Promissory Note, Series 2021A, to Fund 2022 Capital Projects *(Administrator)* Roll

Franek moved, seconded by Moore to approve the resolution. The motion carried unanimously by roll call vote.

D. Approve a Resolution to Adopt the 2022 Non-Represented Employees Salary/Hourly Wage Schedule *(Administrator)* Roll

Lindell moved, seconded by Haas to approve the resolution. The motion carried unanimously by roll call vote.

E. Approve an Ordinance to Repeal Chapter 165 (2021-1945) and Recreate Chapter 165 (2021-1952) Comprehensive Fee Schedule, Ashland City Ordinances *(Clerk)* Roll

Seefelt moved, seconded by Jackson to approve the ordinance. The motion carried unanimously by roll call vote.

F. Approve a Resolution by the Common Council for the City of Ashland, Wisconsin, to Adopt the 2022 General Fund, Debt Service Funds, Special Revenue Funds, Capital Project Funds, and Internal Service Funds Budgets *(Administrator)* Roll

lindell moved, seconded by Seefeldt to approve the resolution. The motion carried unanimously by roll call vote.

G. Approve the 2022 Proposed Budgets for JFK Memorial Airport and Ashland Marina *(Administrator)* Roll

Tochterman moved, seconded by Pufall to approve. The motion carried unanimously by roll call vote.

H. Approve a Resolution Adopted by the Common Council for the City of Ashland, Wisconsin, to Establish the 2021 Tax Levy (Payable in 2022) for the City's General Fund, Debt Service Funds, Special Revenue Funds, Capital Project Funds, and Internal Service Funds *(Administrator)* Roll

Haas moved, seconded by Ortman to approve the resolution. The motion carried unanimously by roll call vote.

I. **Approve the Proposed 2022 Water and Wastewater Utility Budgets** *(Administrator)* Roll

Lindell moved, seconded by Ortman to approve. The motion carried unanimously by roll call vote.

J. **Approve a Resolution to Allow the City Clerk to Advertise for Candidates to Fill City Council Vacancies** *(Clerk)* Roll

Franek moved, seconded by Haas to approve the resolution. After much discussion, Tochterman called the question. The motion failed 2-7 by roll call vote; opposed were Seefeldt, Jackson, Tochterman, Lindell, Haas, Pufall, and Moore.

K. **Approve a Resolution to Combine Aldermanic Districts and Establish Polling Places for the February 15, 2022 Primary, and the April 5, 2022 Spring Elections** *(Clerk)* Roll

Lindell moved, seconded by Seefeldt to approve the resolution. The motion carried unanimously by roll call vote.

L. **Approve an Ordinance to Rescind Chapter 5 (2021-1942), Municipal Board of Absentee Canvassers, Ashland City Ordinances** *(Clerk)* Roll

Haas moved, seconded by Seefeldt to approve the ordinance. The motion carried unanimously by roll call vote.

M. **Approve 2022 Property Insurance Carrier and Renewal Quote, and 2022 General Liability, Linebacker, Law Enforcement Liability, Data Compromise and Cyber Security, Government Crime/Fidelity ISO, Business Auto, Workers Compensation, and Commercial Umbrella Insurance Carrier and Renewal Quote** *(Clerk)* Roll

Pufall moved, seconded by Seefeldt to approve to renew the MPIC policy for $85,745.00 and the EMC policy for $275,047.00. The motion carried unanimously by roll call vote.

N. **Approve a Resolution to Issue a Conditional Use Permit (CUP) for an Emergency Residential Facility Use at 3600 Ellis Avenue, parcel #201-04992-0000, Zoned Light Industrial (LI). Applicant: Crossroads Outreach Center, Inc**. *(Planning)* Roll

Franke moved, seconded by Lindell to approve the resolution. The motion carried unanimously by roll call vote.

O. **Approve a Resolution to Accept an Offer to Purchase City-Owned Land for Parcel #201-05053-0200 from Patrick Mika, Zoned Heavy Industrial** *(Planning)* Roll

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

P. **Approve Final Payment to Ritola, Inc for the 2021 Lead Service Lateral Replacement Project** *(Public Works)* Roll

Pufall moved, seconded by Moore to make final payment for $31,6969.69. The motion carried unanimously by roll call vote.

Q. **Approve a Resolution Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement** *(Public Works)* Roll

Lindell moved, seconded by Moore to approve the resolution. The motion carried unanimously by roll call vote.

8. CLOSED SESSION

Haas moved, seconded by Lindell to move into Closed Session. The motion carried unanimously by roll call vote. Attorney Jason Gehring was asked to remain virtually. Councilors who were attending online were excused per Chapter 51.03(e), Ashland City Ordinances.

A. **Closed Session** Pursuant to Wis. Stat. 19.85(1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation." *Wal-Mart Real Estate Business Trust Claim for Excessive Assessment for 2020 (City Attorney)* Roll

B. Return to Open Session Voice

Moore moved, seconded by Lindell to return to Open Session. The motion carried unanimously by vote vote.

C. Report on Action Taken during Closed Session

Lindel moved, seconded by Pufall to approve the settlement agreement. The motion carried 6-1 by roll call vote; Jackson opposed, Ortman abstained.

9. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

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

SUBJECT: **Appointments**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Ashland Housing Authority Board
Mayor

EXHIBITS:

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORD. 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The Mayor respectfully requests approval of the following Appointment:

Ashland Housing Authority
Thomas Mathison, reappointment, Term expires: January 22, 2027

POLICE AND FIRE COMMISSION MEETING
VIA VIDEO CONFERENCE
SEPTEMBER 13, 2021

1. **Call to Order**
   The meeting was called to order at 5:15 p.m. by Ed Monroe, Vice President of the Police and Fire Commission. Gordon Gilbertson, President resigned on 9/10/2021.
2. **Roll Call**
   Ed Monroe, Melissa O'Connor, Matthew Horning, and Kate Siegler
   Also Present: Police Chief Bill Hagstrom, Fire Chief Stuart Matthias, and Mayor Deb Lewis
3. **Approval of Agenda Items**
   A motion was made by Kate Siegler, seconded by Matt Horning to approve all agenda items as presented. Motion was passed unanimously.
4. **Approval of Minutes from July 12, 2021 & August 3, 2021 Meetings**
   A motion was made by Matt Horning, seconded by Kate Siegler to approve meeting minutes from July 12, 2021 and August 3, 2021. Motion was passed unanimously.
5. **Police Department Business**
   a. Administrative Report
   Chief Hagstrom went over his report that was previously emailed to the Commissioners. His report highlighted on the following:
   - Call volume increased again, going up to almost 30 calls a day. Emergency Detentions increased as well from 6 the last reporting period to 13 this period. Arrests stayed the same at 71.
   - Restructuring process went smoothly. Lt. Morland retained his title but went to non-union. The Captain position was replaced with a second non-union Lt. position, earned by Brandon Marten. Cory Chard was chosen to fill the position of Special Assignment Investigator, which is a 4- year term. Chris Pupp will fill Chard's vacant position of Temporary Investigator but will stay in his patrol spot until schedule allows him to move.
   - Completion of new Police Dept has been pushed back at least until the end of September. Open House would most likely be in October, looking forward to creating a community policing segment as part of that as well.
   - School Resource Officer contract was approved by City Council, so SRO Ryan Bybee is back in the school for another year.
   - Chief Bill Hagstrom attended Wisconsin Chiefs of Police summer conference in Green Bay, August 2nd-4th.
   - Racial task force has had three public listening sessions, there will be one more public event and then recommendations from the group will be coming forward. Bias training, community policing and mental health trainings will take place in the future.

   Mayor Lewis stated the listening sessions were good discussions. The common theme was the importance of developing close relations with police officers and citizens in the community.

   A motion was made by Melissa O'Connor, seconded by Kate Siegler to approve Chief Hagstrom's report and place it on file. Motion was passed unanimously.
6. **Fire Department Business**
   a. Administrative Report
   Chief Matthias went over his report that was previously emailed to the Commissioners. His report highlighted the following:
   - Department responded to 495 calls during this reporting period, which was up by 36 calls from last reporting period.

- Fire Department responded to their worst Fire call in history on the 5th of July, where three victims were found deceased. After Investigation, it was found that the fire was not intentional and the home had no working smoke detectors.
- A 27-year old female resident life was saved after she had overdosed. She was found with no pulse and was not breathing. AFD was able to resuscitate her then deliver her to MMC conscious and alert.
- There were 9 Mutual Aid EMS calls to other communities to assist them due to them not having enough staff or ambulances not available. This will become a regional issue in the future.
- Estimating 1 interfacility transfer a day, completed 59 this last reporting period and could have done about 40 more but didn't have enough staffing to do them.
- Two new employees. Both are taking Fire Classes at NWT.
- Pinning Ceremony was held for John Bush Lance Loftus, who completed one year of service. Multiple anniversaries this past period, which included Captain Scott Thimm who has been with the Fire Dept for 28 years

Motion was made by Melissa O'Connor, seconded by Matt Horning to approve Chief Matthias' report and place it on file. Motion passed unanimously.

7. **<u>Discussion regarding policy and procedures for hiring and promotions for both AFD and APD</u>**
   Kate Siegler stated meetings should go into closed session when making final decision on hiring, that way discussion can be held on candidates. Closed Session should be added to all agenda's in case discussion needs to be held. Chief Matthias said there is an urgency in hiring and have lost people due to the process of hiring employees is drawn out.
8. **<u>PFC Training Seminar November 3, 2021 in Wisconsin Dells</u>**
   Annual training for Police and Fire Commission members is scheduled for November 3, 2021. None of the members are able to attend this year. Mayor Deb Lewis hopes to have new commission member approved at the council meeting to be held on September 28, 2021, this person would fill open position commission now has with Gordon Gilbertson resigning. Once new member is appointed, they will be offered the training. Chiefs Hagstrom and Matthias, along with Administrative Assistant Kelly Garro will attend this year.
9. **<u>Next Regular Meeting Date</u>**
   The next regular meeting for the Police and Fire Commission will be held **virtually** on **November 15, 2021** at 5:15 p.m.
10. **<u>Closed Session as Authorized by Wisconsin State Statute 19.85(1)(c) for:</u>**
    a. **Fire Dept – Personnel Probationary Reports, Personnel Discussion & Hiring Status**
    b. **Police Dept – Personnel Probationary Reports & Personnel Discussion**

A motion was made by Matt Horning, seconded by Melissa O'Connor to go into closed session. Motion was passed unanimously.

11. **<u>Return to Open Session</u>**
    A motion was made by Kate Siegler, seconded by Melissa O'Connor to return to open session at 6:14 p.m. Motion was passed unanimously.
12. **<u>Report action taken in Closed Session</u>**
    - Approve and accept the Fire Department's Personnel Probationary Report.
    - Approve and accept the Police Department's Personnel Probationary Report.
13. **<u>Adjournment</u>**
    A motion was made by Kate Siegler, seconded by Melissa O'Connor to adjourn the meeting at 6:15 p.m. Motion was passed unanimously.

Respectfully Submitted
Kathy Holevatz & Kelly Garro
Recording Secretary

SUBJECT: **Approve SmithGroup Task Authorization No. 7 - Ore Dock Design Services for Phase 2 Diamond Access Construction Documents and Construction Administration *(Parks)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: City Administration
Mayor

EXHIBITS:
1. SmithGroup Task Authorization No. 7 - Ore Dock Design Services
2. Draft Diagrams

EXPENDITURES REQUIRED: $ 68,965.00

AMOUNT BUDGETED:
$ 150,000.00 2020 WCM Grant*
$ 300,000.00 2019 DNR Stewardship Grant
$ 50,757.00 2021 USFWS SFR*
$ 100,000.00 2021 DNR RTP
<u>$1,500,000.00 Oredock Trust Allocation</u>
$2,100,757.00 Total Available

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 5, 2022 that SmithGroup is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive, Comprehensive Outdoor Recreation Plan, Waterfront Development and Ashland Oredock Concept Design Plans.

SUMMARY STATEMENT:

City staff is seeking approval to enter into an agreement (Task Authorization No. 7) with SmithGroup for Ore Dock Design Services Phase 2 Diamond Access Construction Documents + Construction Administration. The City and Ashland Oredock Charitable Trust have raised/allocated ~$2,000,000.00 towards this part of the project. The Diamond Access project would be to construct an ADA compliant elevated walkway on the 1923 section of the Oredock. The two grants* above have sunset clauses in 2022. City staff also feels that the community needs to see more progress on this project and the money raised/allocated should be used to get as far as we can onto the 1923 section.

This agreement is broken down into three tasks:
- Task 1 Project Restart / Design + Engineering of Oversized Precast End Platform / Base Bid + Add Alt Strategy $22,285

Utilizing the 2020 Bid Documents as a starting point, an updated set of Draft Bid Documents (Drawings and Specifications) will be developed.

• Revised base bid and additive alternate bid strategies tied to the project budget
• Revisions to the drawings per the bid strategies
• New design and detailed Drawings for the Base Bid and Add Alt 'A' oversized precast end platform
• Updated Specifications.

- Task 2 Bid Phase Services $9,795

SmithGroup will adjust the Draft Bid Documents per City of Ashland input/review comments and produce Final Bid Documents.

- Task 3 Contract Administration $36,885

Contract Administration services related to the Ashland Oredock Phase 2 Improvements include coordination with the Contractor, participation in regular progress meetings, review of submittals and shop drawings, responses to contractor-generated Requests for Information (RFIs), on-site construction observation, and a Final Walkthrough review of built improvements.

In 2020, the City approved TA #6 for $139,775 to do similar work. SmithGroup only made it thru Tasks 1 and 2 of the agreement: creation of construction/bid documents and bidding before the project was put on hold as bids came in over the available budget. The remaining balance on TA #6 is ~$60,000.

The Ashland Oredock CharitableTrust will see the agreement after the Council meeting and will not be signed unless the Trust agrees. At the September Trust meeting, the Trust agreed to go out to bid on the Diamond Access project without a bridge in the winter of 2022 to make it out to the end as far as is possible.

SMITHGROUP

TASK AUTHORIZATION – ORE DOCK DESIGN SERVICES

SGJJR Project Title: **Ashland Ore Dock Design Service**
SGJJR Task Description: **Phase 2 Construction Documents + Construction Administration**
SGJJR Project Location: **Ashland, Wisconsin**

Task Authorization No.: **7**

Client City of Ashland
601 Main Street West
Ashland, Wisconsin 54806

Overview

On behalf of SmithGroup, I'm please to provide the following Scope of Services and appreciate the opportunity to assist the City of Ashland with the Phase 2 implementation of the Oredock Concept Plan.

The Phase 2 project will extend the work that began in Phase 1 (the "Ashland Overlook"), creating a structured walkway to facilitate public access to the outer end of the 1923 Dock. It will include a base project and two additive alternates; the Phase 2 base bid and additive alternate project components are identified in attached Exhibits 'A,' 'B,' and 'C,' respectively.

The Base Bid project includes the remaining portion of Bridge 1, a single, straight run of precast concrete walkway at the east side of the Oredock, Bridge 2, a second straight run of precast concrete walkway at the west side of the Oredock, and an oversized precast end platform. The oversized precast end platform is a new project component and will be designed and engineered under this project scope.

Additive Alternate 'A' is identical to the Base Bid project, but it adds additional precast walkway panels to push the oversized precast end platform farther out on the dock. The number of additional precast walkway panels will be contingent on the bidder's unit cost for the walkway panels; the project will add as many additional panels as possible with available funds.

Additive Alternate 'B' is the full build-out of the Phase 2 project as identified in early 2020. In this alternate Bridge 2 is pushed to the center of the 1923 Dock and the centrally-located, steel North End Platform serves at the project terminus.

In all options, guardrails will be employed as fall protection where required by code, and precast concrete curbs will create a visual and physical edge at the water side of the walk.

SmithGroup understands that the Phase 2 target budget is $2.2 million (total project cost).

Services associated with these features include site design, civil engineering, and structural engineering and include the Scope of Services that follows.

Scope of Services

Task 1 Project Restart / Design + Engineering of Oversized Precast End Platform / Base Bid + Add Alt Strategy

Utilizing the 2020 Bid Documents as a starting point, an updated set of Draft Bid Documents (Drawings and Specifications) will be developed. This updated document set will include:

- Revised base bid and additive alternate bid strategies tied to the project budget
- Revisions to the Drawings per the bid strategies
- New design and detailed Drawings for the Base Bid and Add Alt 'A' oversized precast end platform
- Updated Specifications.

Task 1 Meetings

- (1) Kick-off Meeting (location: WebEx/remote) with City of Ashland Staff to:
    - review bid strategies
    - review oversized precast end platform design
    - review front end Specifications and confirm any required revisions
- (1) Bid Document Set Review Meeting (Page Turn) with City of Ashland Staff (location: WebEx/remote)

Task 1 Deliverables

- Draft Bid Documents for City of Ashland review (Drawings and Specifications, digital delivery)

Task 2 Bid Phase Services

SmithGroup will adjust the Draft Bid Documents per City of Ashland input/review comments and produce Final Bid Documents.

In support of the City of Ashland, and to solicit bids from qualified contractors, SmithGroup will:

- Manage the distribution of the Bid Documents with the City of Ashland or a plan house of their choosing
- Contact potential bidders about the project
- Conduct a virtual Pre-Bid Meeting with interested contractors
- Receive and respond to contractors' and/or suppliers' pre-bid questions
- Prepare and distribute Addenda as required to clarify the Bid Documents
- Assist in the evaluation of bids and offer input to the City of Ashland regarding the award of a construction contract

Upon city acceptance of a bid, SmithGroup will finalize and issue Construction Documents.

Task 2 Meetings

- Pre-Bid Meeting (virtual/remote)

Task 2 Deliverables

- Responses to pre-bid inquires with corresponding notes and summary
- Addenda and clarifications
- Bid Tabulation

Task 3 Contract Administration

Contract Administration services related to the Ashland Oredock Phase 2 Improvements include coordination with the Contractor, participation in regular progress meetings, review of submittals and shop drawings, responses to contractor-generated Requests for Information (RFIs), on-site construction observation, and a Final Walkthrough review of built improvements.

Deliverables will include sketches and/or revised drawings as required to answer RFIs and address issues encountered during construction; electronic, annotated, reviewed copies of submittals and shop drawings; field notes for Site Observation Visits; a Final Punch List supported by detailed descriptions of site conditions and photographs.

SmithGroup and Westbrook Associated Engineers (WAE) anticipate that the City of Ashland will contract with a local engineer for regular on-site construction observation visits. The local engineer is expected to serve as the design and engineering team's local representative and will regularly review site preparation activities, placement of concrete reinforcement, formwork, placement of concrete, anchorages, walkway and bridge construction, and the construction of miscellaneous Phase 2 improvements.

Task 3 Meetings

- SmithGroup and WAE will participate in regular weekly construction progress meetings with the Contractor. Excepting those instances where progress meetings coincide with the on-site visits noted below, SmithGroup and WAE will participate in these meetings remotely.
- (4) total site visits for SmithGroup:
    - (1) Pre-Construction Meeting
    - (2) on-site Construction Progress Review Meetings
    - (1) Final Walkthrough Meeting
- (2) total site visits for WAE:
    - (1) Pre-Construction Meeting
    - (1) Final Walkthrough Meeting

Task 3 Deliverables

- Reviewed submittals with notes and directives
- Reviewed shop drawings with notes and directives
- Responses and associated sketches and/or drawing revisions for RFIs
- Field Observation Reports for all Construction Observation Visits
- Final Walkthrough Report (Punch List)

Assumptions & Owner Responsibilities

1. The City will be responsible for payment of any application and review fees.

Schedule

The final schedule will be coordinated with the City of Ashland to meet the specific needs of the project. It is understood that the city plans to bid the Phase 2 project in early 2022 and begin construction at the start of the 2022 construction season. As such, SmithGroup assumes that the project will be substantially complete by late fall 2022. If the construction timeframe is adjusted to accommodate a more desirable bid (for example, allowing for offsite fabrication in 2022 with a 2023 installation), Task 3 may be reevaluated.

Compensation

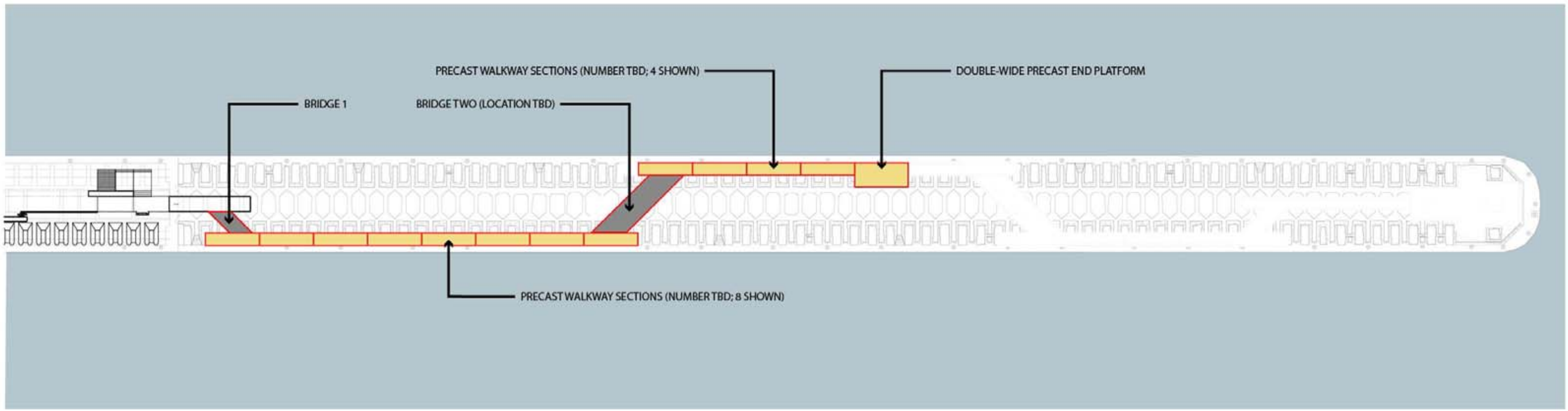
The City of Ashland shall compensate SmithGroup for the scope of services above for the fixed lump sum fee of **$ 68,965** inclusive of labor, materials, and expenses.

Invoices will be prepared monthly based on percentage of completion for each task.

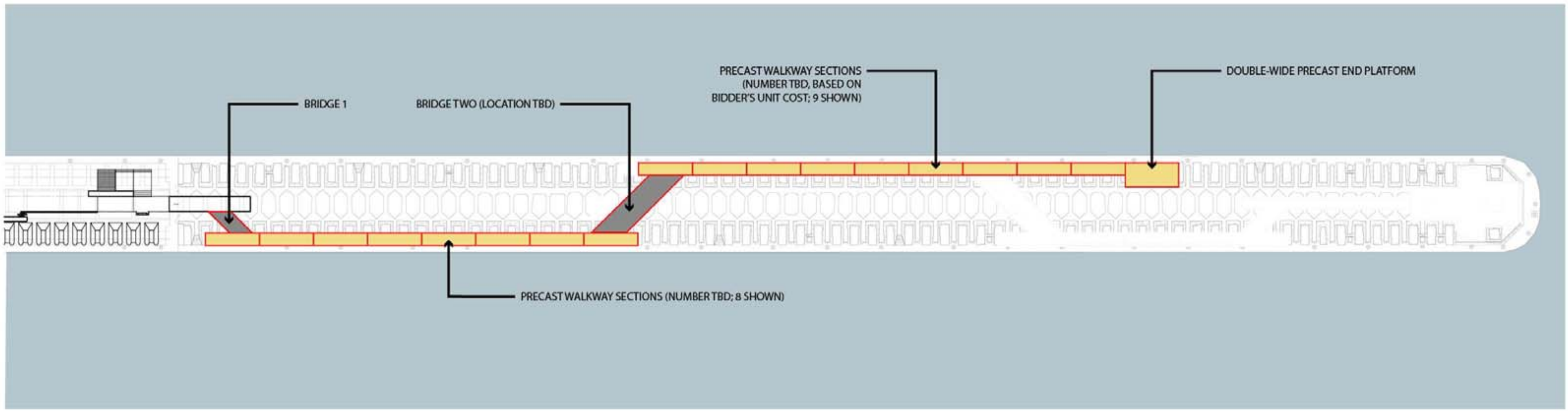
Reimbursable Expenses

Not applicable, included in compensation above.

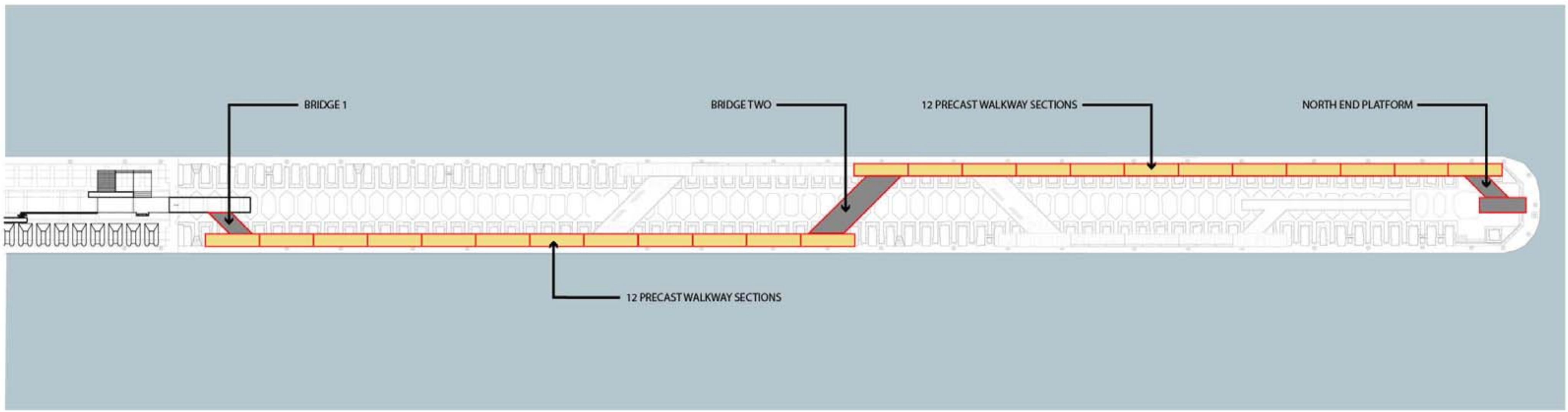
____________________	____________________
Owner (*Signature*)	SmithGroup (*Signature*)
____________________	____________________
(*Printed name and title*)	(*Printed name and title*)
____________________	____________________
Date	Date



PHASE 2 SCOPE: BASE BID CONFIGURATION
12/09/2021
NTS



PHASE 2 SCOPE: ADDITIVE ALTERNATE CONFIGURATION A (ADDITIONAL PRECAST PANELS)
12/09/2021
NTS



PHASE 2 SCOPE: ADDITIVE ALTERNATE CONFIGURATION B (FULL BUILD-OUT)
12/09/2021
NTS

SUBJECT: **Approve to Purchase Ford F550 Ultramedic Road Rescue from Everest Emergency Vehicles, Inc.** ***(Fire Department)*** **Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Fire & EMS Department

CLEARANCES: City Council
Administration
Finance Department Fire Chief

EXHIBITS: 1. Everest Emergency Vehicles Inc Equipment Estimate

EXPENDITURES REQUIRED: $ 257,850.00 Equipment Estimate

AMOUNT BUDGETED: $ 260,000.00 **Fire Department Capital**

APPROPRIATION REQUIRED: $0

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 6, 2022, that Everest Emergency Vehicles, Inc. is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: A goal of the Utilities and Community Facilities chapter (Chapter 5) of the City's Comprehensive Plan of Record is "to provide a well-maintained infrastructure that provides health, education, telecommunication and safety and security services for all residents and visitors." Objective 1.3 of the chapter notes that the community needs to "ensure that City fire, police, and emergency services equipment adequately provides for the personal safety of all persons and for preservation of property."

SUMMARY STATEMENT:

The Ashland Fire Department is requesting approval to purchase a 2022 Ford F550 Road Rescue Ambulance in the amount of $257,850.00. This ambulance will replace our 19-year-old van style 4x4 ambulance that has significant structural corrosion issues affecting doors and suspension components. Med 7 is a 2003 van style ambulance with an aftermarket 4x4 suspension. Med 7 is not re-mountable. Typical ambulance lifespans are 10 years. Repair costs and down time are increasing each year with this ambulance.

An ambulance replacement committee at AFD has been designing a replacement ambulance for Med 7. The committee invited several vendors to demo ambulances and the committee looked at six different manufacturers' ambulances in person. After extensive research of the products, warranties, and manufacturer abilities, Road Rescue is believed to be the best value for the service life of the ambulance. Everest Emergency Vehicles has been the vendor for the last several ambulances purchased at AFD and their service after the sale is exemplary. Last year when we had three ambulances out of service, Everest Emergency Vehicles gave us a used ambulance to use at no cost to the department.

Estimated build times have recently increased from 8 months to 12-14 months for a type 1 ambulance to replace Med 7. Everest currently has a new type 1 ambulance in their manufacturing que and ready for purchase (Exhibit A). Estimated delivery date is in October 2022. A type 1 ambulance can be used for interfacility transfers and 911 response. A type 1 ambulance is similar to Med 8. Current capital resources allocated for ambulance replacement are $260,000.

The current power load system and cot will be transferred from the old ambulance to the new ambulance along with all of the medical equipment. The heavy-duty front bumper will help ensure that a deer collision does not take an ambulance out of service during an ambulance call. Wheel simulators will be removed and wheels painted to reduce future maintenance costs.

AFD is a member of the SAVIK buying group. As a member of SAVIK, base ambulance packages are competitively bid to SAVIK to ensure to governmental agencies that apparatus can be purchased in accordance with competitive bidding policies.

The Ashland Fire Department will sell the 2003 Med 7 through Wisconsin Surplus Auction. It is not known what the ambulance will sell for. My estimate is $3,000 to $5,000. The diesel engine will be desirable as it was built before emission standards forced the use of DEF.

The Fire Chief recommends the purchase of a new Road Rescue Ambulance as listed in the proposal from Everest Emergency Vehicles (Exhibit A) in an effort to meet the needs of the community and the department for today and into the future. The new ambulance will increase the ability of the department to provide reliable emergency service to the community.

Everest Emergency Vehicles
8 South Owasso Blvd. • Little Canada, MN 55117
Phone 800-889-6143 • Fax 651-690-1871
www.everestev.com

Ship To: IN STORE PICKUP

Branch: 01 - ST. PAUL, MN		
Date: 12/08/2021	Time: 21:33:54 (O)	Page: 1
Account No: ASHLA001	Phone No: 7156827052	Inv No: 01 Q00397
Ship Via:	Purchase Order: 202201	
Tax ID No: 396005387		
R. ROSS TAYLOR	Salesperson: 206	

Invoice To: CITY OF ASHLAND FIRE DEPARTMENT
215 6TH STREET EAST
ASHLAND WI 54806

Attention: STUART MATTHIAS

EQUIPMENT ESTIMATE

Description ** Q U O T E ** EXPIRY DATE: 01/01/2022 Amount

New FORD ULTRAMEDIC Road Rescue 257850.00
170" Module
2022 Ford F-550 XLT 4x4
Subtotal: $251563.47
Delivery $2000.00
Radios from DSC (with expected 15% price increase) $5913.30
Graphics $3645.00
MedixSafe MS1-HID-WIFI, Ax Hanger, IV Clips, SCBA Brackets,
Stryker Charger Mounting, Radio Install, Fire Extinguisher
Install $3628.23
Ford GPC Discount -$4400.00
Road Rescue Factory Concession (Chevrons) -$2000.00
Ashland FD Loyalty Discount -$2500.00
Total: $257850.00

Sale # 01 Subtotal: 257850.00
TOTAL: 257850.00

Subtotal: 257850.00
Quote Total: 257850.00

Authorization: ____________________

Thank you for choosing Everest Emergency Vehicles, your business is appreciated!

SUBJECT: **Approve a Resolution to Repeal and Replace Resolution No. 15838 to Decrease the Membership for the Disabled Parking Enforcement Assistance Council (Clerk)** ***Roll***

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Disabled Parking Enforcement Assistance Council
City Clerk

EXHIBITS: 1. Proposed Resolution

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORD. 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

Clerk staff, through discussion with the Disabled Parking Enforcement Assistance Council (DPEAC), is recommending to repeal Resolution No. 15838 to allow for a decrease in the number of council members from 7 members and one alternate to 5 members and no alternate. The intent of these changes is to allow for DPEAC to consistently meet quorum. Building flexibility into the ordinance to ensure quorum can be met more consistently will facilitate greater efficiency for DPEAC.

RESOLUTION No. 17663

RESOLUTION TO REPEAL AND REPLACE RESOLUTION NO. 15838 TO DECREASE THE MEMBERSHIP OF THE DISABLED PARKING ENFORCEMENT ASSISTANCE COUNCIL

WHEREAS, the Disabled Parking Enforcement Assistance Council (DPEAC) currently consists of seven members and one alternate member; and,

WHEREAS, gathering enough members to create a quorum for a meeting is increasingly difficult when a meeting is necessary; and,

WHEREAS, the members of the DPEAC determined to reduce the number of members to five and no alternate member.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Ashland the Disabled Parking Enforcement Assistance Council shall consist of five members with no alternate.

PASSED: January 11, 2022

____
Councilperson

ATTEST: __________________________
Denise Oliphant, City Clerk

____
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

____
Tyler W. Wickman, City Attorney

SUBJECT: **Approve an Ordinance to Amend Chapter 49 (2018-1906) Sustainability Committee Ordinance, Ashland City Ordinances *(Planning)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Sustainability Committee
Planning Department
Parks and Recreation Department

EXHIBITS:
1. Proposed Ordinance
2. Supplement for Proposed Sustainability Committee Changes

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The proposed ordinance amendments conform to the goals and community values identified in the City of Ashland's Comprehensive Plan. The Sustainability Committee was established in 2018 to help better guide, prioritize and implement sustainability initiatives that further Comprehensive Plan goals. The recommended amendments to City Ordinance Chapter 49: Sustainability Committee will provide greater flexibility and stability for the committee, which has had difficulties meeting quorum in the past. There is also great benefit in having additional representation on the committee from additional members, so creating a range will provide additional support and energy to this important committee.

SUMMARY STATEMENT:

Planning staff, through discussion with the Sustainability Committee Chair, is recommending revision to the Sustainability Committee Ordinance to allow for a range of 5 to 9 members, rather than strictly 7. Staff also recommends revision to the language to encourage City Council and local student participation. The intent of these changes is to allow for the Sustainability Committee to include a greater diversity of membership, where possible, and to consistently meet quorum. Almost exclusively related to lack of quorum, 5 Sustainability

Committee meetings were canceled in 2020 and 5 meetings were canceled in 2021. Building flexibility into the ordinance to ensure quorum can be met more consistently will facilitate greater efficiency for the committee, which will translate into additional committee and project capacity.

Sequential Ordinance No. 2022-1954
Chapter No. 49 (2018-1906)

<u>ORDINANCE TO AMEND CHAPTER 49 (2018-1906) SUSTAINABILITY COMMITTEE ORDINANCE. ASHLAND CITY ORDINANCES,</u>

An ordinance adopted by the Common Council for the City of Ashland at a regular meeting of January 11, 2022, for the purpose of amending Chapter 49 (2018-1906) Officials and Boards Ordinance, Ashland City Ordinances.

<u>Section I:</u>

Section 49.02(a) Membership and Organization *shall read as follows:*

(a) The Sustainability Committee shall be composed of 5-9 members appointed by the Mayor and confirmed by the Common Council to serve staggered two year terms commencing July 1st.

Where possible, one member should be a member of City Council and at least one member should be a Northland College student.

<u>Section II:</u>

Effective Date of Ordinance: This ordinance shall take effect upon passage and publication

____
Councilperson

PASSED: January 11, 2022
PUBLISHED: January 18, 2022

ATTEST: __________________________ ______________________________
Denise Oliphant, City Clerk Debra S. Lewis, Mayor

APPROVED AS TO FORM:

____
Tyler W. Wickman, City Attorney

Proposed Text Amendments: 01/11/2022

1. *Through direction by the Sustainability Committee, the Planning Department is requesting*

   Sustainability Committee has requested that the required amount of members and membership requirements change within the Sustainability Committee Ordinance.

<u>Proposed Changes:</u>

49.02. Membership and Organization

(a) The Sustainability Committee shall be composed of ~~7~~ **5-9** members appointed by the Mayor and confirmed by the Common Council to serve staggered two year terms commencing July 1st.

~~One member must be a member of City Council~~

Where possible, one member should be a member of City Council and at least one member should be a Northland College student.

(b) At the first meeting of the committee and the first meeting after July 1 of any given year, the committee shall elect a chairperson and vice-chairperson.

(c) If any committee member has three unexcused absences or resigns, the Committee may declare the position vacant and request the Mayor to fill the vacancy (for the remainder of the term) pursuant to the provisions of this section.

SUBJECT: **Approve to Accept a Professional Construction Engineering Services Proposal from Cedar Corporation for the 2022 6th Street East Reconstruction and Utility Replacement Project *(Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS:
1. Professional Construction Engineering Services Proposal - 6th Street East Reconstruction Project

EXPENDITURES REQUIRED: $ 63,525.00 - Fund 470 Street Improvements
$ 64,487.50 - Fund 680 Water Utility
<u>$ 64,487.50 -Fund 690 Wastewater Utility</u>
$192,500.00 Total

AMOUNT BUDGETED: $ 82,000.00 - Fund 470 (2022 Capital Projects Fund)

APPROPRIATION REQUIRED: $ 64,487.50 - Fund 680 Water Utility
$ 64,487.50 - Fund 690 Wastewater Utility

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 4th, 2022, that Cedar Corporation is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk have consented to placement of this agenda item on the Council agenda as timely action is needed.

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

SUMMARY STATEMENT:

The 2022 6th Street East Reconstruction and Utility Replacement Project consists of the reconstruction of 6th Street East (roadway, sidewalk, stormwater, sewer main and watermain) from 13th Avenue East to 19th Avenue East. The City's Planning and Development Department secured funding from the Department of Housing and Urban Development (HUD). However, engineering services are not an eligible expense per HUD criteria.

The total cost of the project is expected to be $1,767,000, including construction, contingency, engineering services, and testing. The City's share of the project is estimated to be approximately $350,000, with the remaining $1,417,000 provided by the HUD grants.

In April 2018, Council approved a three-year agreement with Cedar Corporation for engineering services. The agreement established master terms and conditions, with specific engineering services and costs identified on a project by project basis. Approval of the agreement for professional services is being requested under the 2018 agreement and will allow Cedar Corporation to schedule staff availability for summer 2022 construction.

Due to their familiarity with the project design, staff experience who will be assigned to the project, and the need for dedicated oversight of the contractor completing the work, the Public Works Department is seeking Council's approval to enter into an agreement with Cedar Corporation for construction engineering services for the project.

The scope of the construction engineering services provided by Cedar Corporation will include surveying for construction layout/staking, contract administration, as-built record drawings and the provision of a full time (12 hours per day, 5 days per week for 18 weeks) representative responsible for construction observation and oversight throughout project construction.

The Public Works Department recommends entering into an agreement with Cedar Corporation for construction engineering services at a cost of $192,500. Funding for the engineering services is supported by pro rated shares, based on the amount of Cedar Corp staff time spent on constructing facilities funded by the general fund versus utility facilies, from Fund 470 (Street Improvements), Fund 680 (Water Utility) and Fund 690 (Wastewater Utility).

604 Wilson Avenue • Menomonie, Wisconsin 54751
715-235-9081
800-472-7372
Fax • 715-235-2727
www.cedarcorp.com

November 16, 2021

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

RE: Professional Construction Engineering Services Proposal
6th Street East Reconstruction Project
City of Ashland, WI

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

Cedar Corporation is pleased to submit this proposal to provide professional construction engineering services related to 6th Street East Reconstruction Project, City of Ashland, Wisconsin.

SCOPE OF PROJECT: The City of Ashland is requesting professional construction engineering services including staff/committee/council meetings, pre-construction meeting, construction staking and layout, construction observation, construction coordination and administration, and construction record drawings for 6th Street East Reconstruction Project from 13th Avenue East to 19th Avenue East, approximately 2,650 lineal feet of clearing and grubbing, street, curb, water main, storm sewer, sanitary sewer, service laterals, sidewalk, construction erosion and restoration improvements for construction in year 2022.

SCOPE OF SERVICES: Cedar Corporation (hereinafter called "Engineer") proposes to render professional construction engineering services for City of Ashland (hereinafter called "Client") with respect to the above Scope of Project related to the 6th Street East Reconstruction Project, City of Ashland, Wisconsin (hereinafter called "Project"). The Engineer will provide required professional services during the Project as follows:

Construction Engineering:

- Conduct a pre-construction meeting with Client, contractor, sub-contractors, utility companies, etc.
- Provide one-time horizontal and vertical control staking and layout for construction, as needed. Engineer is not responsible for preservation of construction staking for the contractor, and any required re-staking due to contractor negligence will be performed at the expense of the contractor. Any required re-staking due to vandalism or severe weather will be discussed and negotiated with the Client.
- Provide full-time (12 Hours per Day) resident Project representative construction observation services during underground utility construction and periodic part-time hours as needed during other construction related work to observe contractor's work in conformance with plans, specifications and contract documents. The Engineer cannot guarantee the performance of, and shall have no responsibility for, the actions or omissions of any contractor, sub-contractor, supplier, vendor, or any other entity furnishing materials or performing any construction work on the Project. Provide Client copies of construction observation report documents.
- Provide construction coordination and administration services for the Project during construction. Oversee and coordinate construction activities, including private utility relocations, review and document construction quantities, review and process change orders and payment requests, meet with property owners and city staff when required. Attend and lead weekly on-site progress meeting with contractor and Client.

- The Client shall review and approve all contractor requested Work Directives or Change Orders for the Project as presented by the Engineer prior to the work being commenced by the contractor.
- Field data collection and topographic survey of completed street and utility construction, prepare and provide as-built construction record drawings to the Client in AutoCADD electronic and hard copy format upon completion.
- Attend required city staff, committee, council, and other governing agency meetings.

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

Construction Bid Amount October 2021:	$1,984,675
Construction Engineering Fee:	
Construction Staking and Layout	$25,000
Construction Observation (18 weeks, 5 days/week, 12 hours/day)	$134,000
Construction Coordination and Administration	$12,000
Construction Record Drawings	$6,500
City Staff, Council & Committee Meetings	$0
Expenses (18 Weeks, 5 days/week)	$15,000
Total Construction Engineering Hourly Time & Materials “Not to Exceed” Fee	$192,500

CLIENT SUPPLIED INFORMATION: The Client will provide the Engineer with copy of executed contract documents, input and comments during construction, resident questions and concerns, review and approve contractor payment application requests and change orders for city council approval, attend pre-construction conference, attend meetings on-site as needed, review and approve construction record drawings for the Project.

DESIGN TIMELINE: The Engineer’s services shall be performed as expeditiously as is consistent with the orderly progress of the Project. The Engineer shall make every effort to complete the work within the time frame set by the Client. The following is the Engineer’s proposed timeline for the Project.

TASK	COMPLETION DATE
City Council Bid Award	October 2021
Notice of Award & Contract Documents	November 2021
Notice to Proceed & Pre-Construction Conference	December 2021
Commence Construction	May 2022
Substantial Complete Construction	September 2022
Final Complete Construction (Restoration)	October 2022

SERVICES NOT PROVIDED AS PART OF THIS PROPOSAL: Archaeological studies and investigations, environmental studies and assessments, environmental investigations, boundary and property surveys, survey, certified survey map, subdivision plat map, easement documents, title search, land acquisition, street and highway right-of-way map, field locating and marking of existing underground utility systems, governing agency permit fees, ecological studies and investigations, flood plain studies and determination, traffic impact analysis and report, soils related compaction and construction testing, construction materials install construction testing, re-staking and layout due to weather related damages/contractor negligence/vandalism, and historical site studies and investigations are not included as part of this proposal.

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

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

Sincerely,

CEDAR CORPORATION

Russ Kiviniemi — Brian Chapman

Russ Kiviniemi, P.E.
Principal

Brian Chapman
Project Manager

Accepted this ________ day of __________________ , 2021

By: ___________________________________
Deb Lewis, Mayor
City of Ashland

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

____
Denise Oliphant, Clerk
City of Ashland

____
Barbara Clement, Comptroller
City of Ashland

SUBJECT: **Approve to Award Bid to Classic Protective Coatings for the Water Storage Mixer Install Project *(Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Utility Manager

EXHIBITS: 1. Bid Summary 2021 Water Mixer Improvement Project

EXPENDITURES REQUIRED: $53,350.00 Based Bid
$ 5,335.00 Contingency (10%)
$58,685.00 Project Total

AMOUNT BUDGETED: -$0-

APPROPRIATION REQUIRED: $58,685.00 Fund 680 Water Utility

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 4, 2022 that Classic Protective Coatings is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

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

SUMMARY STATEMENT:

The 2021 Water Storage Mixer Install project consists of installation of two submersible tank mixers in each of the two existing water storage facilities maintained by the City of Ashland Water Utility. Submersible tank mixers are commonly used in the drinking water industry in order to allow water storage facilities to adequately "turn over" and avoid the stagnation of treated drinking water in the storage facility. Stagnation of treated drinking water can lead to water quality problems and annual testing completed by the Water Utility has documented the presence of certain disinfection byproducts (DPBs) in the treated water at levels that exceed regulatory standards.

The Wisconsin Department of Natural Resources (WI DNR) has directed the Water Utility to install the mixers in order to address the issue of DPBs. Periodic water quality testing will be used to evaluate the effectiveness of the mixers in reducing DPBs to meet regulatory standards. Further action maybe necessary to fully address the issue.

The Water Utility contracted with Short Elliot Hendrickson (SEH) to prepare plans for the work, which were reviewed an approved by the WI DNR.

The Water Utility received and opened four bids on December 28, 2022 for the project. The lowest responsible bidder was Classic Protective Coatings. The Public Works Department recommends awarding the contract to Classic Protective Coatings.

Find yourself next to the water

ASHLAND

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

BIDDING SUMMARY: 2021 Water Storage Mixer Improvement

BID DATE: December 28, 2021 11:00AM

BIDDER	AMOUNT of BID	ADDENDUM	BID BOND
Classic Protective Coatings Inc.	$53,350.00	✓	✓
Staab Construction	$82 800.00	✓	✓
Arrived Late Champion Tank Services LLC	$ 64,000.00	✓	✓
Arrived Late KLM Engineering, Inc.	$ 54,046.80	✓	✓

WITNESS________________ DATE 12-28-21

WITNESS David Gering DATE 12-28-21

SUBJECT: **Approve Change Order No. 3 to Michels Corporation for the 2021 Sanitary Sewer Collection System Repairs Project *(Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS: 1. Contractor's Application - Michaels Change Order #3

EXPENDITURES REQUIRED: $ 58,636.00 Change Order #3 Total Amount (Not to Exceed)

AMOUNT BUDGETED: $195,471.60 Fund 690-Construction Contingency

APPROPRIATION REQUIRED: $0

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 4th, 2022 that Michels Corporation is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

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

SUMMARY STATEMENT:

At the March 30, 2021 meeting, Council approved to award the 2021 Sanitary Sewer Collection System Repairs Project to Michaels Corporation. The project is funded by the Wisconsin Department of Natural Resources' (WI DNR) Clean Water Loan Program (CWLP). A requirement of the WI DNR CWLP is to pre plan specific project areas, which the City did in Fall 2020. The project specifically focuses on sanitary sewer Districts 1, 2, 7 and 8 which previous studies have identified as significant contributors of infiltration and inflow (I&I) within the City of Ashland's sanitary sewer collection system.

Change Orders Nos. 1 and 2 allowed for additional repairs to the sanitary sewer collection system, with Change Order No. 2 being funded outside of the WI DNR project with City dollars in order to complete urgent repairs outside of the original project area.

Change Order No. 3 addressed repairs to an existing sewer main located in US Highway 2 (US 2). One location was identified during review of pipe televising records during project design while a 2nd location was identified by Michels Corporation during pre-construction pipe televising. Repair work at both locations required closure of the middle two lanes of US Hwy 2 and expensive restoration of the utility trench and roadway in accordance with Wisconsin Department of Transportation (WI DOT) standards.

The cost of Change Order No. 3 was eligible for inclusion in the WI DNR project. Staff is requesting Council's approval of Change Order No. 3 to the contract in order to allow payment to Michels Corporation and inclusion in the loan being processed with the WI DNR.

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	B391351SU	Application Number:	1
Application Period:	12/31/2021	Application Date:	12/21/2021

A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)						
1	Mobilization	1	LS	$ 9,007.00	$ 9,007.00	1	$ 9,007.00		$ 9,007.00	100%	$0.00
2	Traffic Control	1	LS	$ 3,750.00	$ 3,750.00	1	$ 3,750.00		$ 3,750.00	100%	$0.00
3	Inlet Protection	6	EA	$ 150.00	$ 900.00	6	$ 900.00		$ 900.00	100%	$0.00
4	8" SDR 35 Sanitary Sewer	17	LF	$ 108.00	$ 1,836.00	26	$ 2,808.00		$ 2,808.00	153%	$0.00
5	Connect to Existing (Boot or Concrete Collar)	2	EA	$ 1,500.00	$ 3,000.00	5	$ 7,500.00		$ 7,500.00	250%	$0.00
6	Excavation Common	165	CY	$ 14.00	$ 2,310.00	280	$ 3,920.00		$ 3,920.00	170%	$0.00
7	Slurry Backfill	28	CY	$ 175.00	$ 4,900.00	86	$ 15,050.00		$ 15,050.00	307%	$0.00
8	Concrete Pavement	596	SF	$ 8.25	$ 4,917.00	960	$ 7,920.00		$ 7,920.00	161%	$0.00
9	HMA	22	TON	$ 125.00	$ 2,750.00	34	$ 4,250.00		$ 4,250.00	155%	$0.00
10	Saw Cutting	95	LF	$ 5.00	$ 475.00	184	$ 920.00		$ 920.00	194%	$0.00
	Totals				**$33,845.00**		**$56,025.00**	**$0.00**	**$56,025.00**		**$0.00**

Michels 5% OH - $2,801.25

Total - $ 58,826.25

EJCDC® C-620 Contractor's Application for Payment © 2013 National Society of Professional Engineers for EJCDC. All rights reserved. Page 3 of

SUBJECT: Approve an Amendment to the Sidewalk Special Assessment Policy *(Public Works)* Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS:
1. City of Ashland, Wisconsin Sidewalk Special Assessment Policy
2. Special Assessment Hardship Policy

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

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

SUMMARY STATEMENT:

At the August 31, 2021 City Council meeting, the Council approved an amendment to the Sidewalk Special Assessment Policy to modify the assessment rate from 40% to 50%.

The Public Works Director advised the Council that the policy required further review via the Public Works Committee (PWC) to address specific issues, namely the inclusion of specific elements (driveways and carriage walks) in the special assessments, the expected service life used to determine applicability of special assessments, repayment period for special assessments levied against properties, and impact of grant funding on the proposed assessments.

The PWC discussed these issues at the September 9th and October 27th, 2021 meetings. By a vote of 4-1, the PWC recommended inclusion of driveway aprons and carriage walks in the special assessments with the cost being assessed at the 50% rate against the adjacent property served by the driveway. Previously, driveways and carriage walks had only been included under limited circumstances.

The PWC recommended no action on the other issues. An expected service life of 20 years will still be used to determine applicability of the special assessments, meaning properties will not be assessed for replacement of any sidewalk less than 20 years old. Projects with sufficient grant funding for sidewalk replacement will continue to be excluded from any sidewalk special assessments. This applies to the 2022 6th Street East Reconstruction project, which has funding from the Department of Housing and Urban Development that is adequate for all sidewalk replacement necessary as part of the project.

The PWC also recommended no action on the repayment period, which per policy, is 10 years.   Recent assessments approved by the Council have increased the repayment period to 20 years and the Public Works Director asked the PWC to determine if the policy should be revised accordingly. The PWC identified the need to continually fund sidewalk replacement year to year and the availability of the City's Special Assessment Hardship Policy as reasons for maintaining the 10 year repayment period. The City's Special Assessment Hardship Policy is attached for reference and allows repayment to be deferred until future sale of the property if an applicant qualifies as low income.

Council approval of the amended Sidewalk Special Assessment Policy is requested in order to incorporate driveway aprons and carriage walks into the special assessments, with the cost of driveway replacement or construction included in the special assessment levied against the adjacent property.

CITY OF ASHLAND, WISCONSIN
SIDEWALK SPECIAL ASSESSMENT POLICY

(Amended: December 7, 2021)
(Referenced by Ordinance No. 530; Drafted March, 2006 Adopted May 9, 2006)

1.0 PURPOSE

The purpose of this Policy is to assure fair and equitable cost recovery for pedestrian infrastructure improvements and to set forth a methodology determining the amount of the assessment for the improvements and circumstances on a reasonable basis. It is the policy of the City of Ashland that all properties specially benefiting from sidewalk improvements pay a portion of their fair share of the cost of such improvements.

The policies contained herein are designed to serve as a general guide for the City Council in allocating benefit to properties. The City Council reserves the right to vary from these policies if the assessments derived by imposition of the policies create obvious inequities, where the assignment of benefit to a particular property is difficult to determine, or because of extreme or unusual circumstances, or for other good reason.

2.0 SPECIAL ASSESSMENT PROCEDURES

The Wisconsin Statutes prescribe the general procedures which cities must follow to specially assess property for local improvements. Typical public improvement projects for which special assessments are levied include sidewalks and related pedestrian infrastructure elements. Pertinent statute sections include §66.0703 and §66.0907. In accordance with §66.0907, municipalities may impose assessments for the costs of laying, removing, replacing, repairing, and maintaining sidewalks. Charges for sidewalk work are levied under police powers and do not require a showing of benefit to properties charged (*Lisbon Ave. v. Town of Lake*, 134 Wis. 470, 475, 113 N.W. 1099 (1908)).

The City of Ashland adopts, makes a part of this policy by reference, and incorporates the procedures for levying special assessments as contained in Wisconsin Statutes §66.0907. Whenever the provisions of this policy are contrary to those contained in §66.0703, §66.0907, or other applicable provisions of the Wisconsin Statutes or administrative regulations, the Wisconsin Statutes or administrative regulations shall control.

All special assessments levied in the City of Ashland shall be grounded in the exercise of police powers for the health, safety and welfare of the public.

It is hereby determined that all properties lying within the incorporated boundaries of the City of Ashland receive similar benefit for similar categories of improvements and therefore the rates established for the levy of special assessment shall be applied on a uniform basis throughout the City, for the benefits received, regardless of the location of the improvements and the method of financing. In no case shall the total special assessments exceed the total cost of all improvements constructed as part of the annual Capital Improvement Program (CIP).

3.0 ASSESSMENT BASIS

Special assessments are to be computed and based on a per linear foot of frontage basis (i.e., *front footage* basis), except in the case of residential corner lots.

The front footage of corner lots shall be determined by the side of the lot bearing the street address and front entrance of the home. All corner lots shall receive a 140 ft. *flankage credit* for sideyard sidewalk. The assessment for corner lots shall be limited to the front footage plus any remaining side footage after deducting flankage credit. All residential corner lots receive this 140 ft. flankage credit.

The following examples help to illustrate how corner lots are assessed:

a) If a large 140' (front) by 150' (deep) corner lot is to receive all new sidewalks on both sides, then the assessment would be for 150 ft. total (140' of frontage plus 150' side yard minus the flankage credit of 140') = 150 ft. total).

b) If a smaller 100' (front) by 140' (deep) corner lot is to receive all new sidewalks on both sides, then the assessment would be for 100 ft. total (100' of frontage plus 140' side yard minus the flankage credit of 140') = 100 ft. total). Likewise for a 50' or 75' wide lot.

If a corner lot did not have sidewalk on its frontage OR its frontage sidewalk is all in excellent shape, and the project calls for new sidewalk installation on its flanking side only; then the property would be assessed for only that portion of the flanking side that exceeds the 140 ft. flanking credit. For example,

c) If a large 100' (front) by 150' (deep) corner lot is to receive a new side yard sidewalk (flanking side) only; then the special assessment would be for 10 feet (150' deep flanking side minus 140' flankage credit).

The flankage credit is determined to be 140 feet based on the fact that the typical Ashland lot is 140 ft. deep. The flanking side of a lot is not intended to be special assessed until the amount of sidewalk installed or replaced on the flank within any 20 year period exceeds 140 lineal feet.

4.0 ASSESSABLE PROJECT ELEMENTS AND COSTS

<u>Recognizing that it is the policy of the City of Ashland to levy special assessments to recover approximately 50% of the cost of constructing sidewalk improvements.</u> The City Council establishes the locations and priorities for sidewalk improvement projects as described in Ordinance 530, *Ordinance to Adopt a Sidewalk Construction, Maintenance, and Use Policy for the City of Ashl*and.

The City Council establishes the assessment rates for sidewalk improvements. Annually the Director of Public Works/City Engineer will recommend adjustments in the special assessment rates based on construction costs experienced the <u>previous</u> construction season. This rate will be published in the Comprehensive Fee Schedule, adopted annually by City Council.

All construction shall be in accordance with standards as published in the most recent version of the *City of Ashland Standard Specifications for Sidewalk Construction*, unless otherwise approved in writing from the Director of Public Works/City Engineer.

Assessable project elements and costs to be included in the special assessment computations are described herein:

a) <u>Sidewalk Removal, Saw Cutting, and other associated demolition costs</u>: Costs for removal, saw cutting, and other associated demolition costs of existing sidewalks is to be included with construction costs.

b) <u>Grading and Gravel Base</u>: The grading and construction of a gravel base for sidewalk construction will be included with construction costs.

c) <u>Curb, Gutter, and Pedestrian Handicap Ramps</u>: The construction or replacement of concrete curb and gutter associated with installation of pedestrian ramps and/or adjacent sidewalks will be included in cost computations, and shall be allocated evenly as part of general sidewalk improvement construction costs. This shall include the installation of color-contrasted truncated dome devices for visually impaired pedestrians.

d) <u>Sidewalk Construction Costs</u>: New sidewalk construction, or complete replacement of existing sidewalk, is to be included in the costs for construction.

e) <u>Replacement Sidewalk and Repairs to Existing Sidewalk</u>: Spot repairs of existing sidewalk, including grinding, milling, mud-jacking, or individual panel replacement is to be included in the costs for construction.

f) <u>Tie-in Sidewalks and Driveway Aprons:</u> Sidewalks and driveway aprons that tie-in and connect to the public walkways (carriage and entrance walks) shall be included in the costs for construction. General improvements elected by the property owner on private property are not included in the general project costs; and while encouraged by the City, all such improvements and related expenditures shall be independently borne by the property owner.

g) <u>Boulevard (Terrace) Restoration</u>: For the purpose of this paragraph the word boulevard (terrace) means that area between the back of the curb and the sidewalk, or, in the absence of a sidewalk, the property line.

   Boulevard (terrace) restoration, seeding or sodding will be included in the cost calculations. No assessments will be made for replacement of turf located outside the street right-of-way that is required to be replaced to facilitate the matching of the existing yard to the new street construction.

h) <u>Retaining Walls</u>: When it is determined that the construction of retaining walls, as part of street improvements, has a shared benefit between the property owner and the City, in that the property owner usually has larger useable lot area than would be available in the absence of the wall. The cost of constructing a retaining wall will therefore be split, with 50% of the cost of constructing the first five feet (5') of height of the retaining wall special assessed to the abutting lot. The City will pay for 50% of the cost of the first five feet (5') of height and 100% of the cost above five feet (5') of height of a retaining wall. A retaining wall shall be assessed on a square foot basis for the amount of retaining wall constructed adjacent to the benefited property.

i) Expected Service Life: Sidewalks and related infrastructure are judged to have a normal useable life expectancy. For the purposes of determining whether or not special assessments apply to properties, the expiration of an expected service life shall be the governing criterion. Sidewalks beyond the expected service life as noted below shall be assessed; those within the service life shall be exempt from assessments. For the purpose of this policy, the life expectancy for sidewalk improvements is as follows:

Pedestrian Handicap Ramps/Truncated Dome Devices – 20 years
Sidewalks – 20 years

5.0 ASSESSMENT AMOUNTS AND REPAYMENT

This section of the policy to sets forth the amounts and repayment terms of special assessments.

a) Special assessments shall be for approximately 50% of the construction costs as determined by the criteria noted above. The actual assessment rate shall be set annually and adopted by Council as part of the Comprehensive Fee Schedule.

b) Special assessments may be paid in full following completion of the work (with no interest), or through 10 equal annual installments.

c) The interest rate shall be 1% above the City's borrowing rate (as determined by loan or bond issuance) to cover overhead expenditures associated with administration of the program.

d) Assessments shall be due in full upon sale or transfer of the property.

e) The payment of special assessments through installments may be extended in cases of hardship. Repayment terms may be extended to 20 years of equal installments (per 66.0715) if a resident so chooses.

6.0 MISCELLANEOUS PROVISIONS

It is the intention of this section of the policy to clarify special circumstances, which may arise in establishing the benefit to lots as a result of public improvements completed by the City of Ashland.

a) The policies set forth in this document do not alter the requirements of the City's subdivision and zoning codes with regard to a developer's responsibility to provide and pay for required improvements at the time that any given property is to be improved.

b) The City of Ashland shall special assess improvements to railroad property as permitted by the Wisconsin Statutes, except as may otherwise be determined by the City Council.

c) The City of Ashland shall bear 100% of the costs associated with constructing sidewalks on city-owned properties.

d) The City of Ashland’s utilities shall bear 100% of the costs associated with constructing sidewalks on utility properties (allocated to the appropriate utility).

e) Projects constructed by Federal or State monies/agencies that include full payment of sidewalk construction costs as part of the respective projects are not subject to special assessments. Those that provide partial or no payment of sidewalk construction costs will be special assessed, subject to the specific requirements of pertinent federal and state funding sources.

f) Property owners undertaking their own work, or arranging for pre-approved contractors to do so, shall not be special assessed. However, they are responsible for completing all work as described herein and in accordance with Ordinance 530.

TO:	Brian Knapp Barb Clement Alison Gillespie Bill Giuliani Rae Buckwheat Bob Miller
FROM:	Patti Ekstrom
DATE:	August 13, 2009

Attached is the Special Assessment Hardship Policy which was approved by Council on July 27, 2009. Keep for future use.

SPECIAL ASSESSMENT HARDSHIP POLICY

A. Purpose: The city council acknowledges that the levy of special assessments can result in extreme financial hardship in some instances. It therefore enacts this provision in order to provide necessary relief to persons affected by such a levy. It is the intent and purpose of the city council to alleviate the burden of such levies in cases where the loss of the homestead is a reasonable probability, while preserving the right for the ultimate collection of special assessments involved.

B. Definitions. Wherever in this section the following words or terms appear they have the meaning indicated, unless the context clearly requires otherwise:

1. "Qualifying family" means a single person or family owning and occupying a homestead against which special assessments are levied and who meets the qualifying income standards as outlined within this policy.
2. "Homestead" means the dwelling and so much of the land surrounding it as is reasonably necessary for use as a home, except so much of such land as is vacant and of sufficient size so that it could be divided and sold for development as permitted under appropriate zoning and other regulations.
3. "Special assessment" shall include assessments levied under s. 66.60, Wisconsin Statutes, and special charges imposed under s. 66.60(16), Wisconsin Statutes.
4. "Hardship" is defined as a level of income that falls below the Ashland County HUD USER extremely low (30%) income level in the most current fiscal year that data is available

C. The qualifying family shall make application for deferred payment of Special Assessments as herein provided on forms prescribed by the City Clerk. Applicants for deferment of assessments must own and reside in the property subject to the assessment and demonstrate to the City Treasurer qualification for the deferment by presentation of a copy of the their most recent federal tax return prior to the levying of the assessment, and annually thereafter. Included in family income is the combined income from all family members, age 18 and older that reside in the household for more than 6 months per year.

All information provided on the application shall be considered and treated, to the fullest extent provided by law, as confidential, privileged information, and shall be divulged only by:

1. Persons using the information in the discharge of their duties imposed by law or of the duties of their office; or
2. Order of a court.

D. Where a property is owned by two or more persons, only the income from the family members residing in the homestead and who are responsible for expenses related to maintaining the property shall be considered. For example: A parent who has deeded the homestead to a child where the parent is living in and maintaining the homestead under a life estate provision and where the child is living elsewhere. Property owned by any corporation, partnership, or trust is ineligible for assessment deferment.

E. Qualified **extremely low income (30% CMI) families as defined in the most recent HUD** data for Ashland County may have the principal portion of their assessment plus accrued interest deferred until the family no longer meets the annual income eligibility requirements, and/or the sale or transfer of the property, whichever occurs first.

F. Interest shall be payable on assessments levied against a property during the period of deferment. The interest rate shall be 1% above the City's borrowing rate (as determined by loan or bond issuance) to cover overhead expenditures associated with administration of the program.

G. Deferment shall cease at the time a property owner(s) no longer meets the income criteria for the program, upon the death of the qualifying owner(s), or upon the date which the ownership of the property is transferred to any other person, persons, partnership, corporation, trust, or other entity by any means whatsoever, which ever occurs first.

H. Deferment shall expire if a property owner fails to provide the City with a copy of a federal tax return by May 1st of each year demonstrating program eligibility.

I. Tax roll; notice; lien retained. The granting of an application shall authorize the city treasurer to make payment, from city funds, of the amount of the special assessment deferred. The city clerk shall record a document with the office of register of deeds containing a description of the property affected, the amount of special assessment deferred, and any other appropriate information. Such amount, and interest thereon, shall not be placed on the tax roll until the conditions contained in subsection H. occur. Nothing provided in this section shall be deemed to extinguish or otherwise affect any lien established by law for the collection of any deferred special assessment, and any such lien is expressly retained.

J. Placement on roll. When a determination is made by the City that a grantee no longer qualifies for the dererral, the amount of special assessments deferred, and accrued interest, shall be placed upon the next available tax roll to be collected in the same manner as delinquent special assessments.

K. Payment when no longer eligible: Upon transfer of title of such property by any means, the amount of special assessments deferred, and accrued interest, shall become due and payable in full. Upon payment in full, an appropriate satisfaction of payment shall be issued by the city treasurer and recorded in the office of the Register of Deeds.

L. Appeals and special exception requests. Families that do not meet the income eligibility guidelines for the deferral but that are experiencing unusual financial difficulties may apply to the Housing Committee for a special exception to the eligibility requirements outlined in this policy. The Housing Committee may grant this special exception and approve a deferral of the special assessment on a year to year basis in cases where the family is experiencing unusual financial difficulties. Examples of unusual financial difficulties would include such things as: A recent loss of employment or other significant decline in income from the prior year, unusual health expenses, inability to pay due to other prior fixed debts and/or financial obligations.

common:policies:final sidewalk assessment hardship policy-adopted 7-27-09

Agenda Item 7D: Approval of Draft Special Assessment Hardship Policy

The City Housing Committee was asked to review the draft of the special assessment hardship policy. As written, the policy includes definitions, application procedures, income qualifications and guidelines, appeals and special exception requests. The first draft, including modifications, was sent to the Committee of the Whole who in turn sent it back to the Housing Committee for further review of interest and deferred assessments for sidewalk work.

The Housing Committee suggested changes that would reduce the eligibility requirements to the extremely low income level (30% CMI) vs. the very low income level (50% CMI) since about one-third of the City homeowners could potentially qualify under the very low income category. They also suggested that income level should be based on "family" income vs. individual income levels. A number of suggested text amendments were made to clarify this. An appeals and special exception policy was added to the end to allow the Housing Committee to consider special circumstances in granting a deferral.

Upon their second review of the policy, the Housing Committee felt that interest rates should not be reduced or forgiven during the deferral period since any interest that is forgiven would have to be indirectly made up through the general tax levy. In an effort to keep interest rates consistent, the Housing Committee has suggested that the Council consider the following compromises:

1. Allow no exceptions to the interest rates being charged regardless of the term of the deferral. (Recommended).

2. Reduce the interest rate to 1% to cover administrative processing expenses after the original 10 year bond is paid back by the City.

3. Forgive 100% of the interest (but not principal) for each year that the applicant qualifies for the deferral.

The Mayor clarified that the policy presented is not for special assessments; it is for approving a hardship policy.

Bewley, who serves on the Housing Committee, explained that every year the person with the deferment has to be recertified. The intent of the policy is to make the payment as easy as possible for people who are very low income, but it is not a tool to postpone it forever.

Knapp felt there would be very few requests to use the hardship policy since five sidewalk projects have already been completed, and nobody has said they couldn't pay it.

Teague called the question to end debate. Kabasa seconded. The motion carried unanimously.

SUBJECT: **Approve the Professional Services Agreement between the City of Ashland, WI and Managing Results, LLC. *(Administration)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: City Administrator

EXHIBITS: 1. Managing Results, LLC. Professional Services Agreement

EXPENDITURES REQUIRED: $30,000 (Not to Exceed)

AMOUNT BUDGETED: $30,000 - City Council Professional Services

APPROPRIATION REQUIRED: $0

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 6, 2022, that Managing Results, LLC. is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

$30,000 was allocated in the FY 2022 budget for the completion of the implementation plan for the City's newly drafted strategic plan. The strategic plan was drafted over the course of two days by the City Council and department heads. Additionally, the results of the City's community survey were taken into account when formulating the goals of the plan. When this process was completed in September, it was identified that the implementation side of the plan would either be done using consultants or done in-house. Given time constraints and lack of expertise in this process it was decided to use the consultant for the implementation process.

As stated in the Managing Results, LLC proposal the not-to-exceed amount is $30,000.

MANAGING RESULTS, LLC.
PROFESSIONAL SERVICES AGREEMENT

Consulting Services to facilitate development of an Implementation Plan for the Ashland, WI Strategic Plan

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of the date hereinafter set forth by and between THE CITY OF ASHLAND, WISCONSIN (City), and Managing Results, LLC. a Colorado Corporation (Consultant).

WITNESSETH:

WHEREAS, it is the City's desire to develop an Implementation Plan that ensures successful implementation of the City of Ashland's Strategic Plan; and

WHEREAS, it is the City's desire to hire a consultant to facilitate the development of the Implementation Plan;

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed by the parties as follows:

1) Scope of Consulting Services

The City hereby appoints and engages Consultant to provide the following:

Citywide Strategic Plan Process

MR recommends the following steps to create an Implementation Plan for the City of Ashland's Strategic Plan.

- *Implementation Plan Work Sessions*

  MR recommends that the City of Ashland develop an Implementation Plan complete with Strategies, Milestones, Actions Plans and Performance Measures to ensure the successful implementation of the City Strategic Plan. The Implementation Plan is facilitated by MR and developed by department directors and their teams. The Implementation Plan is the City Administrator's Plan and provides the framework for reporting to the City Council regarding the implementation of their City Strategic Plan. One of the major impacts of the Implementation Plan is to break down historic silos and require multi-departmental collaboration to achieve the City Strategic Plan.

Working with department directors and teams from multiple departments, MR consultants will facilitate the development of the Implementation Plan. Prior to the work sessions, MR will work with the City Administrator to identify the departments which will contribute to each of the Strategic Goal/Result. In some cases, a Strategic Goal/Result will require the focus of one operational department. In many cases, however, a Strategic Goal/Result will require multi-department efforts and collaboration to ensure success. Further, the City will identify which Department Head has the lead on each Strategic Goal/Result.

The purpose of these sessions is to foster a sense of cohesion around the direction provided by the City's Strategic Plan by ensuring the strongest alignment between the City Strategic Plan and the department or departments whose operations will directly influence its implementation. The following are the expected results of the Implementation Plan development process:

- Develop Strategies, Action Items, Milestones, Performance Measures and Required Resources for each Strategic Goal/Result identified in the City Strategic Plan
- Produce an Implementation Plan that includes all of the Strategies, Action Items, Milestones, Performance Measures and Required Resources for implementing the City Strategic Plan

➢ *Implementation Tools and Tips– Quarterly Status Updates for City Administrator & City Council*

The City Strategic Plan will have measurable, Strategic Goals/Results the City can use to directly measure and report on its progress in implementing the Plan. Further, if the City elects to develop an accompanying Implementation Plan, MR recommends that the City hold quarterly management meetings to review and evaluate progress on each of the Strategic Goals/Results. This will be supported, and progress will be managed through the Implementation Plan and the strategies, action items, milestones and performance measures contained within the Implementation Plan. The quarterly meetings will help ensure the appropriate level of focus is being given to implementation of the Plan. The meetings are also a way to brief the City Administrator, provide support to departments where needed and take corrective action where appropriate. As part of the process, MR will (if desired) provide the City with recommendations for how these meetings should be structured and its Implementation Plan Progress Report Template.

Project Flow Chart

2) **Compensation**

Consultant shall be compensated in an amount not to exceed <u>$30,000</u> for those services previously described in detail in Section 1 of this Contract. Billings, supported by detail, showing party providing the services, date services were performed, description of services, and applicable fees (as detailed in the attached exhibit: Fee Structure) not to exceed <u>$30,000</u> will be submitted following each task as outlined in the Fee Proposal Breakdown by Task and all Consultant invoices will be paid in 15 days.

3) **Indemnification**

Consultant will comply with the indemnity requirements as follows:

> Consultant agrees to defend, indemnify, and hold harmless the City and its officers, agents, and employees from and against any and all loss of or damage to tangible property, or bodily injuries to or death of any person or persons, to the extent caused by the negligent acts or omissions of Consultant, including, without limiting the generality of the foregoing, its partners, employees, representatives, contractors or agents, in connection with the audit. Provided,

however, Consultant shall not be liable thereunder for any loss or expense occasioned by the negligent acts or omissions of the City or its officers, agents, and employees. Each party agrees to give the other parties prompt notice of any claim, suits, actions, or proceeding. Further, the termination, cancellation, or expiration of this Contract shall not affect the obligations and rights established which the parties expressly agree will survive compensation, cancellation, termination, and expiration.

4) **Venue and Applicable Law**

The City and Consultant hereby agree that any dispute which may arise between or among them arising out of or in connection with this Contract shall be adjudicated before a court located in Ashland County, Wisconsin. The City and the Consultant hereby submit to the exclusive personal jurisdiction of the state or federal courts located in Ashland County, Wisconsin with respect to any action or legal proceeding commenced by any party to the Contract. The City and Consultant consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the addresses set forth in paragraph number 5. This Contract shall be construed and enforced in accordance with the laws of the State of Wisconsin. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.

5) **Notices**

Notices to the parties hereto shall be in writing, personally served, faxed with receipt confirmation or sent by first-class US mail with return receipt to:

City: Debra Lewis, Mayor
Ashland City Hall
601 Main Street West
Ashland, WI 54806

Consultant: Marv Weidner, CEO
Managing Results, LLC
2758 Stephens Road
Maryville, TN 37803
865-567-5192

or to such other official address as the parties hereto may from time to time specify in writing.

6) **Complete Agreement**

This Contract expresses the entire understanding and complete agreement between the City and Consultant concerning the subject matter hereof. Neither the City nor

Consultant has made or shall be bound by any agreement, statement or any representation to the other concerning the subject matter hereof which is not set forth in this Contract.

7) **Modifications**

This Contract can be modified by signed, mutual consent of both parties.

8) **No Waiver or Modification**

No waiver or modification of this contract or any covenant, condition, or limitation herein contained shall be valid unless by written amendment duly executed by the parties hereto. No evidence of waiver or modification shall be received in evidence of any proceedings or litigation between the parties hereto arising out of or affecting this Contract, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The parties further agree that the provisions of this paragraph may not be waived except as herein set forth.

9) **Cancellation**

The City and Consultant may cancel this Contract upon thirty (30) days written notice to the other party. Such notice shall be deemed to be effective when received. Upon cancellation hereof, the City will pay Consultant all fees earned up to date of cancellation and Consultant will turn over to the City copies of all City documents in its possession.

10) **Assignment**

Neither this Contract nor any claims, rights or obligations relating to it may be assigned, sublet, or transferred by a party hereto unless approved in writing by the other party.

11) **Independent Contractor Status**

The parties hereby acknowledge and covenant that Consultant is an independent contractor and will act exclusively as an independent contractor and not as an employee of the City in performing the duties hereunder. The parties do not intend and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship. The City will not withhold any social security tax, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to Consultant. All such taxes, if due, are the responsibilities of Consultant and will not be charged to the City. Consultant agrees not to make any claims to any welfare or retirement benefits available to qualified employees of the City, for work done in relation to this Contract.

12) **Confidentiality**

Consultant acknowledges that in the course of providing services, Consultant may become privy to valuable information of a confidential and proprietary nature relating to the City’s activities. All information Consultant becomes privy to as a result of this

Contract should be treated confidential and shall not be divulged by Consultant to any third person or entity without the express written consent of the City.

13) <u>Validity</u>

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect.

14) <u>No Waiver</u>

The failure or neglect of the City to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this Contract, shall not be construed as a waiver of such term or condition nor the relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

15) <u>Electronic Transmittals</u>

During the course of this Contract, Consultant or City may need to electronically transmit confidential information to each other and to other entities engaged by either party. E-mail is a fast and convenient way to communicate. The City and Consultant agree to the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between the City and Consultant and outside specialists or other entities engaged by either Consultant or City.

16) <u>Exhibits</u>

Attached to this contract are a Fee Schedule and a Certificate of Insurance from Consultant.

17) <u>Intellectual Property Ownership, Use and Disclosure</u>

The City and Consultant acknowledge and agree as follows:

Consultant Methodology (both standard and modified) is the proprietary intellectual property of Consultant. The Consultant methodology contains, and is imbedded in various methodologies, trade secrets, software, definitions, graphics, presentations, and guidelines that are the sole proprietary intellectual property of Consultant. Much of the Consultant Methodology is contained but is not limited to the copyrighted Managing Results Resource Guide to Strategic Business Planning. City may use it only for its own internal purposes and shall keep the Consultant Methodology confidential, and under no circumstances will the City or other staff or agencies of the City, except as agreed by Consultant in writing, disclose the Consultant Methodology to other third parties, either individuals, or governmental or private sector organizations. All changes or derivative work made to the Consultant Methodology shall remain the exclusive property of Consultant. Notwithstanding the foregoing; all information produced by the City utilizing the Consultant Methodology, including the Citywide Strategic Plan, shall be considered the exclusive property of the City.

IN WITNESS WHEREOF, the City of Ashland, Wisconsin and Managing Results, LLC has made and executed this Contract, this ____ day of ___________________, 2022.

MANAGING RESULTS, LLC:
203 Tomichi Trail
Gunnison, CO 81230
(865) 567-5192

MARV WEIDNER, CEO:

____
Signature

DATE:

____

CITY OF ASHLAND, WISCONSIN:
601 Main Street West
Ashland, WI 54806
(715) 682-7071

DEBRA LEWIS, MAYOR:

____
Signature

DATE:

____

EXHIBIT

Proposed Fee Structure

Prices include all costs associated with completing each task.

Strategic Planning: Implementation Plan for City Strategic Plan	$
➢ *Implementation Plan Work Sessions* Includes working with Department Leaders and Key Staff to ensure operational alignment and the creation of individual and cross-cutting Strategies, Action Items, Milestones, Performance Measures and Required Resources for each Strategic Goal/Result in the City Strategic Plan. • Prior to work session, includes ½ day (4 hours) to help identify Department Leaders and Key Staff that will participate in the Implementation Plan Work Sessions, 1 consultant at a cost of $1,100. • Includes 2 Consultants over a 5-day period (80 hours) at a cost of $22,000. • Includes 1½ days (12 hours) for compiling the information and work product from each of the Implementation Plan Work Sessions, 1 consultant at a cost of $3,300.	$26,400
➢ *Implementation Tools and Tips – Quarterly Status Updates for City Administrator & City Council* • Includes recommendations and tips for how quarterly Implementation Plan meetings should be structured. Also includes Implementation Plan Progress Report Template in MS Word that can be used by the City to manage and report progress on the achievement of the City Strategic Goals.	$0

Fee Proposal Summary

Strategic Planning Process	$
Total Price for Implementation Planning (Labor)	$26,400
+ Estimated Travel Expenses for Implementation Planning Work Sessions	$3,600 or less
TOTAL NOT-TO-EXCEED PRICE	$30,000

Note: Travel costs are estimated using present market prices and the per diem lodging and food rates as set by the U.S. General Services Administration. Only actual travel costs will be submitted for reimbursement.

SUBJECT: **Approve an Ordinance to Create Chapter 860 (2022-1954) Motor Vehicle Registration Fee, Ashland City Ordinances *(City Administrator)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
City Attorney
Director of Public Works

EXHIBITS:
1. Proposed Ordinance
2. Wheel Tax General Info Sheet
3. WI Policy Forum - Locals Give Wheel Taxes the Gas

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

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

SUMMARY STATEMENT:

At their December 7, 2021 meeting, the City Council approved the 2022 Budget for Capital Project Funds, with an estimated revenue of $90,000 being allocated to the 4th Avenue West Reconstruction Project. The City Administrator explained that this revenue would be provided by a "wheel tax", which is officially known as a Motor Vehicle Registration Fee. The proposed wheel tax is $20 per vehicle annually.

The wheel tax is supported by Wisconsin law, allowing a municipality or county to collect an annual vehicle registration fee in addition to the annual registration fee paid to the State of Wisconsin. The fee is collected and administered by the State for a fee of $0.17 per vehicle registration, with the rest being conveyed to the municipality for transportation related purposes. The fee applies to most vehicles customarily kept in the municipality or county, with some exceptions for antique and farm vehicles.

The number of municipalities and/or counties in the State that are relying on a wheel tax to generate revenue for transportation related purposes is growing very quickly, per an analysis by the Wisconsin Policy Forum. In 2011, four communities were using a wheel tax to generate a combined annual revenue of $7.5 million. In 2021, those numbers have grown to 44 communities, generating a combined annual revenue of $62.8 million.

The City's Master Plan for Sanitary, Water and Street Improvements recommends annual spending of $1.86 million in capital funds on street improvements. Actual annual budgets for street improvements for the past three years are shown below.

YEAR	CITY FUNDS	GRANT FUNDS	TOTAL
2020	$1,337,530	$ 0	$1,337,530
2021	$ 361,296	$ 700,728	$1,062,024
2022	$ 997,900	$1,000,000	$1,977,900
			$4,377,454
	*Recommended annual spending		$1,860,000
	*Recommended three-year total		$5,580,000
	Three-year annual spending deficit		$1,202,546

Even with $1.7 million in grant funds over a 3-year period, the City has still spent significantly less on street improvements when compared to the Master Plan recommendations.

Based on the number of vehicles registered in the City of Ashland, the proposed wheel tax of $20 per vehicle would generate approximately $140,000 in net annual revenue for the City, with the funds dedicated for transportation purposes in accordance with Wisconsin law. Due to the required notification and implementation periods established by the Wisconsin Department of Motor Vehicles (DMW), it is estimated that the proposed wheel tax will generate $90,000 in net revenue for the year 2022.

City Council approval of the proposed ordinance and establishment of a City of Ashland wheel tax/motor vehicle registration fee is recommended.

Sequential Ordinance No. 2022-1954
Chapter No. 860

<u>ORDINANCE TO CREATE CHAPTER 860 (2022-1954) MOTOR VEHICLE REGISTRATION FEE, ASHLAND CITY ORDINANCES</u>

An ordinance adopted by the Common Council for the City of Ashland at its regular meeting of January 11, 2022 for the purpose of creating an ordinance to adopt Motor Vehicle Registration Fee, Ashland City Ordinances.

SECTION I:

860.01. Intent and Purpose *shall read as follows:*

This chapter is adopted pursuant to the authority granted by Wis. Stats. § 341.35, as amended or renumbered, and is adopted to provide the City of Ashland with a source of revenue in addition to other revenue sources currently being utilized to maintain public streets, highways, and for all other transportation-related purposes. The City maintains this infrastructure in the interest of public safety and convenience.

SECTION II

860.02 Definitions *shall read as follows*:

(a) <u>Motor Vehicle</u> means an automobile or motor truck registered under Wis. Stats. § 341.25(1)(c) at a gross weight of not more than 8,000 pounds.

(b) <u>City</u> – The City of Ashland.

(c) <u>Customarily Kept in the City</u> – For purposes of determining where a vehicle is customarily kept, the municipality of domicile as indicated by the vehicle owner and contained in the Wisconsin Department of Transportation's title database shall be used. In the absence of an indicated municipality of domicile, the owner or lessee's post office address shall be used to determine municipality of domicile.

SECTION III

860.03 Motor Vehicle Registration Fee *shall read as follows:*

(a) Pursuant to section 341.35, Wis. Stats., an annual flat city registration fee as set forth herein in the amount of $20.00 is hereby imposed upon all motor vehicles in the State of Wisconsin that are customarily kept in the City.

(b) This fee shall be paid by the registration applicant at the time that a motor vehicle is first registered and at each time of registration renewal.

(c) The city registration fee shall be paid as provided in Wis. Stats. § 341.35(5).

(d) The city registration fee shall be in addition to state registration fees

SECTION IV

860.04 Administrative Costs *shall read as follows:*

(a) Wisconsin Department of Transportation (WisDOT) shall retain a portion of the fees collected equal to the actual administrative costs related to the collection of these fees (currently $0.17 per motor vehicle). The method for computing the administrative costs will be reviewed annually and, as applicable, adjusted by the WisDOT, as provided in Wis. Stats. § 341.35.

SECTION V

860.05 Exceptions *shall read as follows:*

(a) The following motor vehicles are exempt from the annual City vehicle registration fee:

(1) All vehicles exempted by Wis. Stats. Ch. 341 from payment of a state vehicle registration fee.
(2) All vehicles registered by the State under Wis. Stats. § 341.26 for a fee of $5.00
(3) No city vehicle registration fee may be imposed on a motor vehicle which is a replacement for a motor vehicle for which a current city vehicle registration fee has been paid.

SECTION VI

860.06 Deposit of Fee Revenues *shall read as follows:*

(a) All fees under this application statute and this chapter remitted to the city by the WisDOT or other applicable agency shall be deposited into the City's Capital Project Street Improvement Fund, and all funds received by the City pursuant to this chapter shall be used solely for transportation-related purposes.

(b) The City Treasurer/Comptroller shall be responsible for the administration of this chapter and funds

SECTION VII

Effective Date of Ordinance: This ordinance shall take effect upon passage and publication.

____
Councilperson

PASSED: January 11, 2022
PUBLISHED: January 18, 2022

ATTEST: ____________________________ ______________________________
Denise Oliphant, City Clerk Debra S. Lewis, Mayor

APPROVED AS TO FORM:

____
Tyler W. Wickman, City Attorney

Find yourself next to the water

ASHLAND

WISCONSIN

Wheel Tax Fee General Information

Effective Date of the Wheel Tax Fee
- February 2022 Vehicle Registrations

Wheel Tax Fee Amount
- The City will have a fee of $20 per registration
- WisDOT will pay the City on a monthly basis
- Revenue from all fees are deposited into the City's Capital Project Street Improvement Fund

Vehicles Registered in City Limits
- There are about 7200 vehicles registered
- This would raise about $140,000 each year

1. **What is a Wheel Tax Fee?**
   The wheel tax fee is an annual flat vehicle registration fee paid by the registration applicant at the time of vehicle registration or renewal.
   It is a $20 fee that is specifically designed to fund transportation related projects in the City of Ashland
2. **What vehicles are subject to a Wheel Tax?**
   An automobile or a motor truck registered under 8,000 lbs gross weight and customarily kept in the municipality or county that enacted the fee.
   This includes:
   - Automobiles, vans and sport utility vehicles (SUVs) that qualify as a passenger vehicle
   - Motor trucks and dual-purpose motor homes (trucks that can be equipped with a slide-in camper unit) registered at a gross weight of 8,000 lbs or less.
3. **What vehicles are exempt from the Wheel Tax?**
   - Buses, motorcycles, mopeds, motor homes, low-speed vehicles and trailers
   - Trucks registered at more than 8,000 lbs or registered as Farm or Dual Purpose Farm vehicles
   - Vehicles registered as Antique, Collector, Driver Education, Historic Military Vehicle, Hobbyist, Human Service Vehicle, Low Speed Vehicle, Medal of Honor, Municipal, State-Owned or Special X and one vehicle with Ex-Prisoner Of War registration issued to any qualified individual
   - Any vehicle with registration issued by a Wisconsin Indian Tribe or Band
   - Vehicles displaying Dealer, Distributor, Finance Company or Manufacturer plates
4. **When is the Wheel Tax Fee charged?**
   WisDOT collects the fee at the time of first registration and at the time of each subsequent registration renewal. WisDOT sends vehicle registration renewal notices at least 30 days before their plates expire. The renewal notice will show the total fees due including the wheel tax fee. WisDOT adds a message to renewal notices when a new vehicle registration fee is instituted to alert affected customers of fee changes.
5. **What can the revenues from the registration fee be used for?**
   Counties and municipalities must use the money for transportation related purposes only (s. 341.35(6r), Wis. Stats.). "Highway" is defined by state law to mean “all public ways and thoroughfares and bridges on the same.” Courts have interpreted "highways" to include trails because they are "public ways and thoroughfares and bridges on the same." "Sidewalk" means that “portion of a highway between the curb lines, or the lateral lines of a roadway, and the adjacent property lines, constructed for use of pedestrians.”
6. **Which other counties or municipalities have enacted a Wheel Tax fevehicle registration fee and what is/was the amount of the fee?**
   - Municipalities
     - o Appleton (city; $20)
     - o Arena (township; $20 beginning for April 2015 registrations)
     - o Beloit (city; $20)
     - o Fort Atkinson (city; $20 beginning for March 2016 registrations)
     - o Gillett (city; $20 beginning for July 2015 registrations)
     - o Janesville (city; $20 beginning for January 2016 registrations)
     - o Kaukauna (city; $10 beginning for August 2015 registrations)
     - o Lodi (city; $20 beginning for May 2016 registrations)
     - o Milwaukee (city; $20)
     - o Prairie du Sac (village; $20 beginning for January 2016 registrations)
     - o Sheboygan (city; $20 beginning for February 2016 registrations)
   - Counties
     - o Chippewa County ($10)
     - o Iowa County ($20)
     - o St. Croix County ($10)

LOCALS GIVE WHEEL TAXES THE GAS

Collections from local vehicle registration fees rose rapidly in recent years, with revenues tripling between 2017 and 2021. The trend was driven by new fees approved in Madison as well as Milwaukee and Dane counties, though many other communities also added or increased fees. With property taxes and state aid limited, these fees represent one of the few sources of new revenue for local governments. They are also an emerging cost for vehicle owners, though Wisconsin's fees remain competitive with neighboring states, particularly for newer cars.

Local wheel tax collections rose by 12.1% over the past year, marking their seventh year in a row of double-digit growth. Local governments in Wisconsin collected $62.8 million in vehicle registration fees in fiscal year 2021 (the 12 months ended on June 30), which was up from $56 million in fiscal 2020.

Revenue from these fees imposed by local governments on vehicles kept within their boundaries has risen more than threefold since 2017 (see Figure 1). The funds must be used for transportation needs such as streets but can offset property taxes, allowing those dollars to be used for other purposes such as public safety, libraries, or parks.

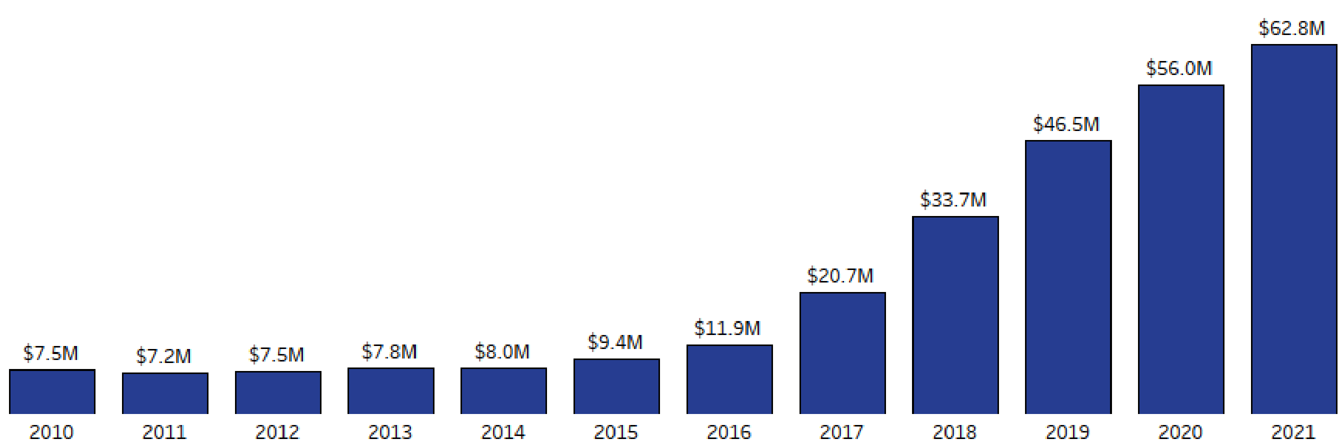
Wheel taxes represent one of the few local revenues the state's city, village, town, and county officials can raise at their discretion. Though state road aids have grown in recent years, the state has placed property taxes under strict state limits and kept most other forms of aid relatively flat. As these trends have played out, more and more local governments have turned to wheel taxes in recent years.

WHEEL TAXES ROLL ACROSS STATE

As recently as December 2011, only four communities in Wisconsin imposed a local wheel tax and only one – the city of Milwaukee – had more than 85,000 people. By February 2022, there will be 44 local governments in Wisconsin with a vehicle registration fee (13 counties, 22 cities, eight villages, and one town). In addition to the state's largest city, the list now includes Milwaukee and Dane counties and the cities of Madison, Green Bay, and Appleton (see Figure 2 on page 2).

The average fee per vehicle has also risen over time. Some smaller communities still limit their fee to $10 or $20 per year as all communities did a decade ago. Yet a handful of local governments now impose fees of $30 per year and even $40 in the case of the city of Madison. In January, the city of Janesville will double its

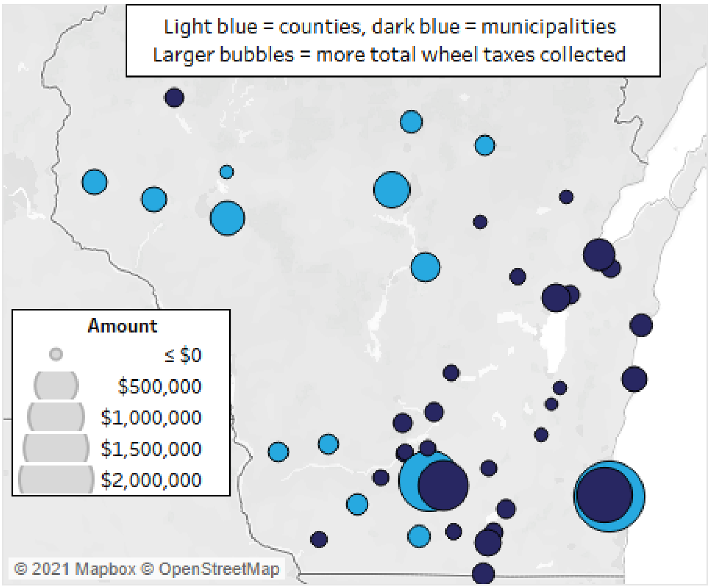
Figure 1: Wheel Taxes Undergo Swift Growth
Local vehicle registration fee revenues* in Wisconsin, fiscal 2010-2021



Source: Wisconsin Department of Transportation; *revenues do not include portion retained by DOT for administration.

Figure 2: Local Wheel Taxes by Community

Monthly fee revenue by municipality or county for June 2021



Source: WI Department of Transportation; amounts include state administrative fee.

fee to $40 annually and the village of Port Edwards will put a new $35 fee in place. State law requires local governments to charge the same amount regardless of the value, age, or weight of the vehicle.

In the near term, growth in wheel tax collections could slow. Despite the pandemic, local property and sales tax revenues have been relatively stable and communities throughout the state have benefited from federal relief funds that helped address budget challenges in areas such as transit, public health, room tax collections, and parking revenues. A potential federal infrastructure bill may provide further assistance. In addition, some of the state's largest communities have already approved a substantial vehicle fee, which may make further increases in the near term less likely.

Wheel taxes also remain a relatively small part of local government finances. Revenues from these local fees amount to less than 1% of all local property tax revenues and only 13% of county sales tax revenues.

Yet, as Figure 2 shows, these fees have spread rapidly around the state in recent years and over the long term are likely to continue to grow. As the Forum has made clear in recent reports, local governments have few sources of tax revenue besides the tightly limited property tax. As a soon-to-be-released Forum report will show, the main form of state aid for local roads has outpaced inflation over the past generation but other forms of state aid such as shared revenue have not.

Recently, a few local governments have experimented with creating a "transportation utility" that treats local roads as a utility and charges property owners in the jurisdiction a fee based on the estimated amount of traffic generated by the parcel. Transportation utilities date back to the 1980s in Oregon and have also been used in cities in Washington, Idaho, Utah, Colorado, Texas, Missouri, and Florida, according to the U.S. Department of Transportation.

In Wisconsin, however, a legal challenge has been made to the utility created by the Town of Buchanan in Outagamie County and its outcome remains uncertain. If transportation utilities are ultimately upheld, they may eventually compete with wheel taxes as a financing mechanism for local roads.

Many municipal officials and some lawmakers also argue for letting cities levy sales taxes, but the Legislature has yet to approve the idea. That leaves vehicle fees as one of the few revenues local officials can raise at will without a referendum, though in 2019 some lawmakers unsuccessfully sought to require voter approval for wheel taxes. Once federal relief funds are exhausted, more local governments may turn to wheel taxes to cover the rising costs of maintaining streets and providing other essential services.

VEHICLE FEES IN MILWAUKEE, MADISON

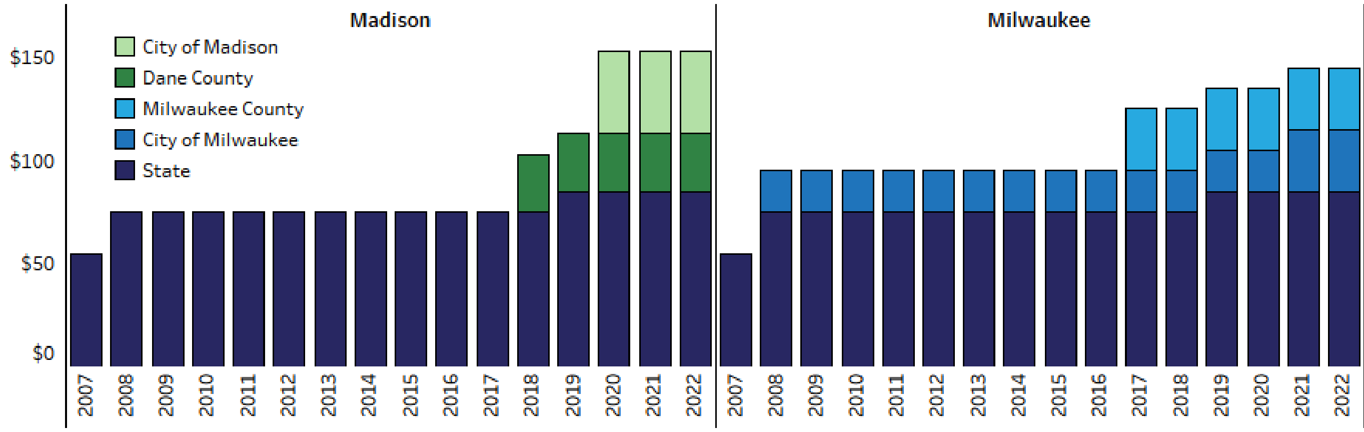
The impact of vehicle registration fees on motorists – particularly low-wage workers – has grown. For its part, the state increased its annual vehicle registration fee from $55 in 2007 to $75 in 2008 and $85 in 2019. That does not include additional yearly fees of $100 for electric vehicles and $75 for hybrids.

In addition to these state fees, motorists in many of Wisconsin's largest cities now pay either a municipal or a county wheel tax and in some cases both. As Figure 3 shows, motorists in Madison now pay at least $153 per vehicle per year ($85 to the state, $40 to the city, and $28 to Dane County). In the city of Milwaukee, motorists pay at least $145 per vehicle per year ($85 to the state, $30 to the city, and $30 to Milwaukee County).

For drivers overall, the cost of vehicle ownership from any state and local registration fees, taxes on motor fuel, and environmental fees remains favorable in Wisconsin compared to our neighboring states. Data from the Wisconsin Department of Transportation (DOT)

Figure 3: Madison, Milwaukee Motorists See Fees More than Double

Combined yearly state and local registration fees* per vehicle, calendar 2007-2022



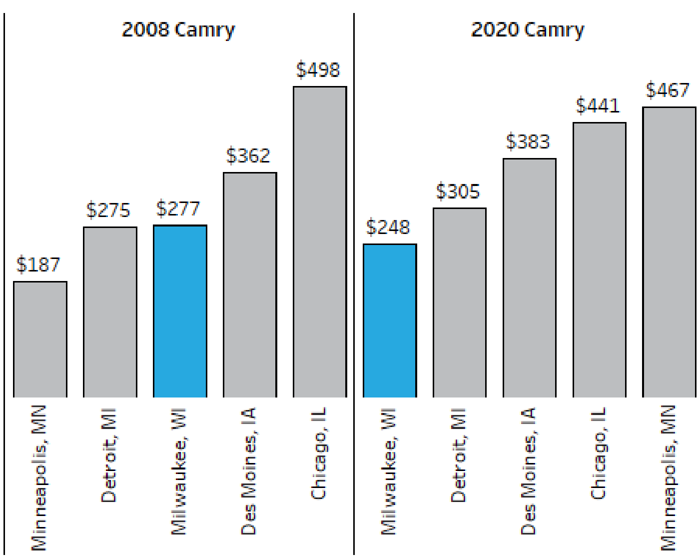
Sources: Legislative Fiscal Bureau, local governments. *Does not include state one-time title fee, which increased from $36 in 2007 to $164.50 today, and the additional annual hybrid vehicle registration fee of $75 and electric vehicle fee of $100 - both added in 2018.

show the owner of a 2020 Toyota Camry who lives in the city of Milwaukee and drives 10,000 miles per year pays state and local governments $248 in annual fees and taxes (see Figure 4). That was well below similar fees and taxes for the same car and driver in the largest city in Illinois, Minnesota, Michigan, or Iowa – even without counting the additional highway tolls paid in some other states such as Illinois.

Yet as the chart shows, the story is somewhat different when we take the same hypothetical driver but substitute an older 2008 Camry. Here the Milwaukee motorist's costs are somewhat higher than their counterparts in Minneapolis and Detroit.

Fig. 4: Wis. Costs Low - Particularly for New Car Owners

Annual state and local gas and any sales taxes, vehicle registration fees, and environmental fees by vehicle after 10,000 miles



Source: Wisconsin Department of Transportation; annual costs do not include tolls.

The main reason for this difference is Wisconsin's state and local wheel taxes (as well as those in Illinois) are flat fees that do not change with the vehicle's value. In contrast, registration fees in Minnesota, Michigan, and Iowa vary according to a vehicle's starting value and current age (and weight in the case of Iowa). As a result, the fees in Wisconsin amount to a relatively regressive form of taxation compared to those neighboring states and pose a greater difficulty for low-income motorists. As these fees grow, so will their impact.

At the same time, the National Conference of State Legislatures has found that 25 states use a simple flat vehicle registration fee as Wisconsin does – more than any other approach. Wheel taxes in Wisconsin also still contain an element of progressivity because they are not charged to citizens who cannot afford a vehicle and those with additional vehicles pay more. Revenues from a flat fee may also be more progressive in terms of their use – for example, Madison's fee helps to fund transit services, providing a benefit to all its riders, particularly low-income workers. Madison also essentially reimburses certain low-income families for the cost of the fee through a gift card. However, this step involves additional administrative work and the gift card is not available to all low-income families.

CONCLUSION

If the state continues to limit other sources of new revenue for local governments in Wisconsin, they may turn increasingly to vehicle registration fees to help cover the growth in their ongoing costs. Currently, state law provides local governments with few options in how to impose and administer those fees.

Going forward, state lawmakers may wish to consider whether to adopt a new approach to determining vehicle fees at the state level – such as basing them on a vehicle's age and value – and whether to give local governments similar flexibility. If legislators would prefer to avoid large increases in wheel taxes altogether, they could limit the maximum local wheel tax while providing some additional revenues in the form of state aid or new local options such as a municipal sales tax. Lawmakers also could seek ways to hold down road maintenance and construction costs and to ensure that state road aids are delivered fairly and effectively to the communities most in need of them.

Wheel taxes often generate controversy during local government budget debates and a handful of communities, such as Chippewa County, have even eliminated their fees after imposing them for several years. Yet, without significant changes at the state level, more motorists in Wisconsin will likely find additional charges when future vehicle registration renewals hit their mailboxes.

SUBJECT: **Approve to Accept a Professional Design Engineering Services Proposal from Cedar Corporation to Complete the Design of the 2022 Watermain Improvements Project - 4th Avenue West *(Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Finance Director

EXHIBITS: 1. Professional Design Engineering services Proposal - 2022 Watermain Improvements-4th Ave W

EXPENDITURES REQUIRED: $73,000.00 - Fund 680 Water Utility

AMOUNT BUDGETED: -$0-

APPROPRIATION REQUIRED: $73,000.00 - Fund 680 Water Utility

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 4th, 2022, that Cedar Corporation is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

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

SUMMARY STATEMENT:

The 2022 Watermain Improvements Project consists of the reconstruction of 4th Avenue West (roadway, portions of sidewalk, portions of stormwater, and watermain) from 6th Street West to 11th Street West. Per the approved 2022 Budget for the Water Utility, the project will be funded primarily by the Water Utility via revenue bonds. Per the approved 2022 Budget for Capital Project Funds, a combination of funds from the 2021 levy, proposed wheel tax, sidewalk special assessment and fund balance will be used to fund the Fund 470 Street Improvements portion of construction costs. Therefore, the project will be supported entirely by City funds.

The need for the project is directly related to the condition of the existing, pre-1900 cast iron water main, which has experienced five breaks in the past twenty years, and also connections to roughly 36 existing lead service laterals (LSLs). Because these LSLs contain lead on the public side of the water service lateral, these 36 properties will only be eligible for replacement via Wisconsin Department of Natural Resources (DNR) funding if the watermain is replaced.

The cost of professional design services is being allocated to the Water Utility because the need for the project is driven by the watermain replacement. Council approval will be needed to increase the amount of the Water Utility revenue bonds at a later date.

The total cost of the project is expected to be $1,050,000.00, including construction, contingency, engineering services and testing. The Public Works Department will complete the removal of the existing street, sidewalk restoration, and boulevard restoration.

In April 2018, Council approved a three-year agreement with Cedar Corporation for engineering services. The agreement established master terms and conditions, with specific engineering services and costs identified on a project-by-project basis. Approval of the agreement for professional services is being requested under the 2018 agreement and will allow Cedar Corporation to begin technical design for the project to be scheduled for bidding in early 2022.

Cedar corporation

604 Wilson Avenue • Menomonie, Wisconsin 54751
715-235-9081
800-472-7372
Fax • 715-235-2727
www.cedarcorp.com

November 18, 2021

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

RE: Professional Design Engineering Services Proposal
2022 Watermain Improvements – 4th Ave. W (6th St. to 11th St.)
City of Ashland, WI

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

Cedar Corporation is pleased to submit this proposal to provide professional design engineering services related to 2022 Watermain Improvements – 4th Avenue W. from 6th Street to 11 Street Project for construction in year 2022, City of Ashland, Wisconsin.

SCOPE OF PROJECT: The City of Ashland is requesting professional design engineering services including plan/profiles/details, schedule of bid items quantities, public information meeting/open house, staff/committee governing agency meetings, opinion of probable costs, permit requests, specifications and bid documents, quality assurance/quality control review, municipal bidding assistance, attend bid opening, bid tabulation results and recommend bid award, and construction contact documents for 2022 Watermain Improvements – 4th Avenue W. from 6th Street to 11th Street, approximately 1,800 lineal feet, pavement sawcut and removal, street, curb and gutter, sidewalk, storm sewer, watermain, water service laterals and curb stops, valves and fire hydrants, construction erosion control and grass turf restoration improvements for construction in year 2022.

SCOPE OF SERVICES: Cedar Corporation (hereinafter called "Engineer") proposes to render professional design engineering services for City of Ashland (hereinafter called "Client") with respect to the above Scope of Project related to the 2022 Watermain Improvements – 4th Avenue W. from 6th Street to 11th Street Project for construction in year 2022, City of Ashland, Wisconsin (hereinafter called "Project"). The Engineer will provide required professional design engineering services during the Project pursuant to Client requirements as follows:

Surveying:

- Field topographic and data collection surveying, and AutoCADD electronic format base map for design in accordance with standard surveying practices, to the extent necessary for Project described above; including accurately reflect current conditions for street, curb and gutter, sidewalk, storm sewer, watermain, fire hydrants, valves, water lateral curb stops, and cross-sections that may influence the Project design and construction.

Preliminary Design Engineering Drawings:

- Attend initial kickoff meeting with city staff to discuss overall Project goals and to finalize the Project work plan and schedule and review existing and preliminary documents.

- Preliminary plan and profiles, details, notes, title sheet, title block, etc., showing general alignment and profile of pavement/curb/sidewalk sawcut and removals, street, curb and gutter, sidewalk, storm sewer, watermain, water service laterals and curb stops, valves, fire hydrants, and appropriately sized watermain and service laterals to fit within existing roadway areas, easements, etc., for Client review and comments.

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

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

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

Bidding:

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

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

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

CONSTRUCTION YEAR 2022, 2022 WATERMAIN IMPROVEMENTS, 4TH AVENUE W. FROM 6TH STREET TO 11TH STREET – 1,800 LINEAL FEET PAVEMENT/SIDEWALK/CURB SAWCUT AND REMOVAL, STREET, CURB AND GUTTER, SIDEWALK, STORM SEWER, WATERMAIN, WATER SERVICE LATERALS AND CURB STOPS, VALVES, FIRE HYDRANTS CONSTRUCITON EROSION CONTROL AND GRASS TURF RESTORATION IMPROVEMENTS

Opinion of Probable Construction Cost & 10% Contingency	$973,000
Design Engineering Fee:	
Field Topographic & Data Collection Survey, Design Base Map	$3,800
Preliminary Design	$15,000
Final Design Engineering Plans	$45,700
Governing Agency Permit Requests & Meetings	$1,000
Specifications & Bidding Documents	$5,000
Bidding, Bid Opening, Bid Tabulation Results, Bid Award Recommendation	$1,000
Contract Documents/Bonds/Insurance, Award, Notice to Proceed	$700
City Design Team Meetings (Assume 1)	$800
Public Information, City Council & Committee Meetings	$0
Total Design Engineering Hourly Time & Materials "Not to Exceed" Fee	$73,000
Additional design engineering services, if required or desired by Client:	
Special Assessment Report	$1,900
Construction Engineering	$TBD

CLIENT SUPPLIED INFORMATION: The Client will provide the Engineer with available copies of construction record plans for existing street, storm sewer system, watermain system and service laterals, sanitary sewer system and sanitary sewer service laterals, storm sewer system, city utility systems maps, sanitary sewer televising video and report, assessor property owner maps and parcel information, street and highway right-of-way maps, recorded easement documents, property title search if needed, known site environmental issues and concerns, recorded boundary survey/certified survey/plat maps, soil borings and geotechnical engineer report, negotiation with property owners for construction encroachment and temporary construction easements on their properties as required for construction, Project review input and comments, etc. for the Project.

DESIGN TIMELINE: The Engineer's services shall be performed as expeditiously as is consistent with the orderly progress of the Project. The Engineer shall make every effort to complete the work within the time frame set by the Client. The Cedar Corporation team has the capacity and availability to commence work immediately. The following is the Engineer's proposed design services timeline for the construction year 2022 Project.

CONSTRUCTION YEAR 2022, 2022 WATERMAIN IMPROVEMENTS, 4TH AVENUE W. FROM 6TH STREET TO 11TH STREET – 1,800 LINEAL FEET PAVEMENT/SIDEWALK/CURB SAWCUT AND REMOVAL, STREET, CURB AND GUTTER, SIDEWALK STORM SEWER, WATERMAIN, WATER SERVICE LATERALS AND CURB STOPS, VALVES, FIRE HYDRANTS,

CONSTRUCTION EROSION CONTROL AND GRASS TURF RESTORATION IMPROVEMENTS

TASK	COMPLETION DATE
City of Ashland Notice to Proceed	December 2021
Topographic and Data Collection Survey, Design Base Map	October 2021
Preliminary Design Engineering	January 2022
Public Information Meeting	February 2022
Final Design Engineering	March 2022
Specifications & Bid Documents	March 2022
Advertisement for Bids	March 2022
City Council Bid Award	April 2022
Notice of Award & Contract Documents	April 2022
Permit Request Approval	April 2022
Notice to Proceed & Pre-Construction Conference	May 2022
Commence Construction	May 2021
Substantial Complete Construction	July 2022
Final Complete Construction	August 2022

SERVICES NOT PROVIDED AS PART OF THIS PROPOSAL: Archaeological studies and investigations, environmental studies and assessments, special assessment reports, endangered resources studies and reports, environmental investigations, title search, land acquisition, private utilities design and construction (electric, lighting, gas, cable tv., communications, etc.), sanitary sewer systems design, construction engineering, construction staking and layout, construction observation and coordination, construction administration, construction record drawings, property surveys, boundary surveys, street and roads right-of-way surveys and map, property owner encroachment coordination, temporary construction easements, easements, field locating and marking of existing underground utility systems, governing agency permit fees, ecological studies and investigations, field wetland delineation and report, wetland fill and mitigation related permits, flood plain studies and determination, flood plain permit, joint WDNR & US Army Corps Chapter 30 permit, sanitary and storm sewer permits, traffic impact analysis and report, WIDOT Trans 233 permits and approval request, and historical site studies and investigations are not included as part of this proposal.

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

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

Sincerely,

CEDAR CORPORATION

Russ Kiviniemi, P.E. Principal	Brian Chapman Project Manager

Accepted this ________ day of __________________, 2021

By: ________________________________ ________________________________

Deb Lewis, Mayor
City of Ashland

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

________________________________ ________________________________

Denise Oliphant, Clerk
City of Ashland

Barbara Clement, Comptroller
City of Ashland

CITY OF ASHLAND
2022 WATERMAIN IMPROVEMENTS
4TH AVE W (6TH ST to 11TH ST)

Prepared By: BDC
Date: 11/09/2021

	WIDTH	27	FOOT (BACK TO BACK)	
	LENGTH	1800	LINEAL FEET	
STREET CONSTRUCTION				
REMOVE CURB & GUTTER	L.F.	3600	$2.00	$7,200.00
REMOVE ASPHALT	S.Y.	4830	$4.00	$19,320.00
REMOVE CONCRETE	S.Y.	900	$8.00	$7,200.00
SAWCUT	L.F.	500	$4.00	$2,000.00
EXCAVATION	C.Y.	3675	$15.00	$55,125.00
GEOTEXTILE FABRIC, TYPE SR	S.Y.	5800	$2.00	$11,600.00
GRANULAR SUBBASE, ROADWAY, 10"	C.Y.	1600	$20.00	$32,000.00
CRUSHED AGGREGATE BASE, ROADWAY, 8"	C.Y.	1300	$30.00	$39,000.00
CRUSHED AGGREGATE BASE, DRIVEWAY, 6"	C.Y.	100	$30.00	$3,000.00
TEMPORARY STONE TRACKING PAD	EA.	1	$1,500.00	$1,500.00
HOT MIX ASPHALT PAVEMENT, BINDER, 2.5"	S.Y.	4830	$17.00	$82,110.00
HOT MIX ASPHALT PAVEMENT, SURFACE, 1.5"	S.Y.	4830	$10.00	$48,300.00
CONCRETE CURB AND GUTTER, 24" BARRIER	L.F.	3600	$15.00	$54,000.00
CONCRETE SIDEWALK, 4"	S.F.	5000	$6.00	$30,000.00
CONCRETE DRIVEWAY, 6"	S.F.	3000	$8.00	$24,000.00
TRAFFIC CONTROL	L.S.	1	$5,000.00	$5,000.00
TOPSOIL, TURF, GRASSES, AND EROSION MAT	S.Y.	6000	$5.00	$30,000.00
CONTIGENCY (10%)				$45,135.50
SUBTOTAL				$496,490.50
STORM SEWER				
REMOVE STORM STRUCTURE	EA.	10	$250.00	$2,500.00
REMOVE AND ABANDON STORM PIPE	L.S.	1	$5,000.00	$5,000.00
STORM SEWER, HDPE, 12"	L.F.	350	$45.00	$15,750.00
STORM SEWER, HDPE, 15"	L.F.	700	$50.00	$35,000.00
STORM SEWER, HDPE, 18"	L.F.	700	$55.00	$38,500.00
STORM MANHOLE, TYPE I	V.F.	25	$500.00	$12,500.00
STORM INLET, TYPE III	EA.	10	$1,200.00	$12,000.00
STORM MANHOLE CASTING	EA.	5	$650.00	$3,250.00
STORM INLET CASTING	EA.	10	$650.00	$6,500.00
PERFORATED PIPE UNDERDRAIN, WRAPPED 4"	L.F.	3600	$8.00	$28,800.00
CONNECT TO STORM PIPE	EA.	6	$500.00	$3,000.00
TEMPORARY STORM DRAIN INLET PROTECTION AND EROSION CONTROL	EA.	10	$100.00	$1,000.00
TELEVISING	L.F.	1750	$2.00	$3,500.00
CONTIGENCY (10%)				$16,730.00
SUBTOTAL				$184,030.00
WATERMAIN				
WATERMAIN, PVC, 6"	L.F.	100	$55.00	$5,500.00
WATERMAIN, PVC, 8"	L.F.	1850	$60.00	$111,000.00
WATER SERVICE PIPE AND TUBING, HDPE, 1.0"	L.F.	1650	$35.00	$57,750.00
WATER SERVICE CORPORATION AND CURB VALVES, 1.0"	EA.	50	$700.00	$35,000.00
FIRE HYDRANT	EA.	4	$4,500.00	$18,000.00
VALVES, 6"	EA.	4	$2,000.00	$8,000.00
VALVES, 8"	EA.	7	$2,500.00	$17,500.00
CONNECT TO EXISTING WATERMAINS	EA.	4	$2,000.00	$8,000.00
MAINTAIN WATER SERVICE	L.S.	1	$5,000.00	$5,000.00
CONTINGENCY (10%)				$26,575.00
SUBTOTAL				$292,325.00
TOTAL ESTIMATED 4TH AVE W CONSTRUCTION COST				**$972,845.50**