

**THE CITY OF ASHLAND WILL BE CONDUCTING THEIR MEETINGS IN PERSON
at
CITY HALL COUNCIL CHAMBERS, 601 MAIN STREET WEST, ASHLAND, WI
WITH THE AVAILABILITY 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, February 22, 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. February 8, 2022 City Council Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

B. Appointments

6. CONSENT AGENDA

A. Miscellaneous Minutes

7. NEW BUSINESS

A. Approve to Waive the Advertisement Requirement Set Forth in Chapter 194.04, Procurement of Goods and Services, Ashland City Ordinances, and Approve an Agreement for Professional Services between the City of Ashland and Short Elliot Hendrickson Inc. (SEH) for Preliminary Design of Wastewater Treatment Plant Upgrades (*Public Works*) Roll

- B. Approve a Resolution to Authorize a Representative of the City of Ashland to File Applications for Financial Assistance from the State of Wisconsin Environmental Improvement Fund Program for the 2022 Lead Service Lateral Replacements Grant Application (*Public Works*) Roll**
- C. Approve an Ordinance to Amend Chapter 50 (2020-1934) Main Street Board, Ashland City Ordinances (*Planning*) Roll**
- D. Approve to Waive the Advertisement Requirement Set Forth in Chapter 194.04 Procurement of Goods and Services, Ashland City Ordinance, and Approve the Agreement for Building, HVAC, Plumbing and Electrical Inspection Services between the City of Ashland and Stephen Schraufnagel (*Planning*) Roll**

8. ADJOURNMENT

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

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

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ASHLAND CITY COUNCIL MEETING MINUTES

Tuesday, February 8, 2022 – 5:30 PM

Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, February 8, 2022 Ashland City Council meeting was called to order by Mayor Debra Lewis, in person and virtually via GoTo Meetings at 5:30 p.m.

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

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

PRESENT: Kevin Seefeldt, Sarah Jackson, Ana Tochtermann (5:35), Eric Lindell, Kevin Haas, Charlie Ortman, Liz Franek, Dick Pufall, Jackie Moore

ABSENT: None

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

2. APPROVAL OF AGENDA

Lewis asked to remove Item 5C at the request of the Policing Task Force. Lindell moved, seconded by Ortman to approve the amended agenda. The motion carried unanimously by voice vote.

3. APPROVAL OF MINUTES

A. January 25, 2022 City Council Meeting Minutes

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

4. CITIZEN PARTICIPATION PERIOD

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

Jeanna Olbekson, Ashland resident, inquired about the City's relationship with BART public transportation, commented that she felt discriminated against while at the hospital's ER, and asked to be directly informed of events held.

5. MAYOR'S REPORT

A. Announcements

Lewis mentioned that the audio recording from the mayoral forum hosted by the League of Women Voters on February 7, 2022 will be made available on their website. The Primary Election will be held on February 15, 2022. Absentee voting is available at the Clerk's office, and all wards will be voting at the Bretting Community Center on Election Day. The Citizen's Guide to the Budget is now available on the City's website for public viewing. The arcitech's plans for the Vaughn Public Library building are also available for public viewing at the Library. Lewis and Kucera met with representatives of Republic Services, formerly Eagle Waste, and have come up with an action plan should there be any service disruptions in the future. Lewis congratulated Barb Zanella on her recent retirement from Treasurer/Comptroller, and wished Megan McBride well of her upcoming departure as the City's Planning Director.

B. Appointments

Haas moved, seconded by Lindell to approve the Mayor's appointment of Peter Herlevi to the Harbor Commission. The motion passed unanimously by voice vote.

6. CONSENT AGENDA

A. Miscellaneous Meeting Minutes

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

7. NEW BUSINESS

A. Approve a Resolution to Proclaim the Third Weekend in May as the Observed Migratory Bird Day in Ashland, Wisconsin (*Parks*) Roll

Haas moved, seconded by Seefeldt to approve. The motion passed unanimously by roll call vote. FILE NO. 17669

B. Approve Development Agreement between the City of Ashland and Superior View Cottages, LLC for Residential Construction on the Timeless Timber Site (*Planning*) Roll

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

- C. Approve an Agreement between Northwest Regional Planning Commission (NWRPC) and the City of Ashland for Administration of the Community Development Block Grant (CDBG) Housing Rehabilitation Revolving Loan Fund (RLF) Program** (*Planning*) Roll

Pufall moved, seconded by Moore to approve. The motion passed unanimously by roll call vote.

- D. Approve a Professional Design Engineering Services Proposal from Cedar Corporation for Design of a Center Turn Lane to Access 23rd Avenue East** (*Planning*) Roll

Ortman moved, seconded by Franek to approve the proposal for \$19,950. The motion passed unanimously by roll call vote.

- E. Approve Final Resolution Requiring Installation of Sewer Laterals and Providing for Assessment of Cost Under Wisconsin State Statute 66.0911 for the 6th Street East Street Reconstruction and Utility Replacement Project** (*Public Works*) Roll

Lindell moved, seconded by Haas to approve. The motion passed unanimously by roll call vote. FILE NO. 17666

- F. Approve Final Resolution Requiring Installation of Sewer Laterals and Providing for Assessment of Cost Under Wisconsin State Statute 66.0911 for the 2022 Sanitary Sewer Replacement Project** (*Public Works*) Roll

Ortman moved, seconded by Seefeldt to approve. The motion passed unanimously by roll call vote. FILE NO. 17668

- G. Approve Final Resolution Requiring Installation of Sewer Laterals and Providing for Assessment of Cost Under Wisconsin State Statute 66.0911 for the 2021 Alley Sanitary Sewer Replacement Project** (*Public Works*) Roll

Haas moved, seconded by Lindell to approve. The motion passed unanimously by roll call vote. FILE NO. 17667

- H. Approve a Resolution Authorizing the Issuance and Sale of Up to \$623,081 Sewerage System Revenue Bonds, Series 2022, and Providing For Other Details and Covenants With Respect Thereto, and Approval of Related \$1,373,081 Financial Assistance Agreement** (*Public Works, Finance*) Roll

Moore moved, seconded by Lindell to approve. The motion passed unanimously by roll call vote. FILE NO. 17670

- I. Approve to Purchase a John Deere 544P Wheel Loader from McCoy Construction Forestry for the Public Works Department** (*Public Works*) Roll

Haas moved, seconded by Ortman to approve the purchase for \$269,500.00 from McCoy Construction Forestry. The motion passed unanimously by roll call vote.

- J. Consider a Request from Breath of Life Pregnancy Resource Center for Forgiveness of the City of Ashland's Portion of Their 2021 Property Taxes** (*Clerk*) Roll

Haas moved, seconded by Franek to approve. The motion failed 4-5 by roll call vote; opposed were Seefeldt, Jackson, Tochtermann, Lindell, and Moore.

- K. Adopt the City of Ashland Strategic Plan and the Implementation Plan** (*Administration*) Voice

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

8. ENTER CLOSED SESSION Roll

Lewis requested that Planning Director McBride remain in attendance while in Closed Session.

Kevin Haas moved, seconded by Eric Lindell to enter into Closed Session. The motion passed unanimously by roll call vote. Any Councilors who were attending virtually were dismissed from Closed Session, and were allowed to rejoin the meeting once Council returned to Open Session.

A. CLOSED SESSION Pursuant to WI Stat. 19.85(1)(g): "Conferring with legal council 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)(e): "Deliberating or negotiating the purchasing of public properties whenever competitive or bargaining reasons require a closed session." (*421 Lake Shore Drive West*) Administration

C. RETURN TO OPEN SESSION Voice

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

D. REPORT OF ACTION TAKEN DURING CLOSED SESSION

Lewis reported, in regard to Item 8A, the Council approved to deny the claim. There was no formal action taken with regard to Item 8B.

9. ADJOURNMENT

Kevin Haas moved, seconded by Charlie Ortman to adjourn. The motion carried unanimously by voice vote.

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SUBJECT: Appointments

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: 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: N/A

SUMMARY STATEMENT:

The Mayor respectfully requests approval of the following committee appointments:

Beautification Council

Kay Saari, reappointment, term expires: February 8, 2025

David Askue, reappointment, term expires: February 8, 2025

Mary Zinnecker, reappointment, term expires: February 8, 2025

Weed Commissioner

Ray Kallio (Property Maintenance Officer for City of Ashland)

Committee Members Present: Liz Franek, Kaas Baichtal, Eric Lindell, and Megan McBride

Committee Members Absent: Kathy Beeksma

Staff Present: Ray Kallio, Mayor Lewis

Citizens Present: Millie Rounsville

Mayor Lewis opened the meeting at 8:00 a.m.

Agenda

1) Consent Agenda

Motion to approve the agenda by Kaas Baichtal. Seconded by Eric Lindell. Passed unanimously.

2) a.) Approve minutes from the November 10, 2021 Housing Committee meeting

Motion to table approval of the minutes from November 10, 2021 Housing Committee meeting by Eric Lindell. Tabled until next meeting.

3) Citizen Comments

None.

4) Old business

a) Updates on progress with CDBG, HIP, and property maintenance

Community Development Block Grant (CDBG) – Megan McBride summarized that more loans are being paid off and some are starting up. She also mentioned that instead of issuing violation letters the first letter will be a resource letter.

HIP – Ray Kallio explained that the HIP program is still looking for contractors for the upcoming building season. He also said that he is working with Megan to find homes that could benefit from HIP or CDBG help.

Property Maintenance – No updates

5) New Business

a) Discussion of inventory and disposition strategies for City-owned land for future residential use.

Megan McBride summarized that the City owns several parcels of land that could serve different purposes, but today's discussion will be specific to certain parcels that could be used for residential development.

Junction Road - Megan explained the parcel and its qualities, it's zoned residential estate, could be subdivided, and has utility access.

Mayor Lewis mentioned that there was opposition from neighbors to develop the Junction Road property into rental units.

Kaas Baichtal said that reaching out to neighbors about the possibility of rentals or subdividing the property could be beneficial.

Eric Lindell said to alleviate these issues the bid process could be very specific to control what goes on the property or to get an idea of what developers are thinking.

Kaas Baichtal mentioned that realtors could be a resource to see if developers are interested in the property.

Ray Kallio said that the housing stock could benefit from new single family homes.

Liz Franek mentioned that more sober living and recovery homes are needed as well.

Eric Lindell asked if we need to have a specific request for bids that has individual lots? Also could a time limit be put on bids?

Megan McBride said that we can market one way for some amount of time and if nothing is built we can change the strategy.

Molly Rounsville mentioned an example in another community that subdivided a property, made sure there were buyers for each lot, started the building process at the same time, and then moved in the same time.

Beaser- Megan McBride summarized the property, it is zoned mixed residential/commercial.

Kaas Baichtal mentioned the possibility of tiny homes, but maybe not specifically for this area.

Eric Lindell said that the feel of community or a neighborhood.

Megan McBride asked for clarification, would utilities or more alleys be helpful?

Eric Lindell said that the feeling of neighborhood or community is creating one space where homes look of similar quality.

Kaas Baichtal wanted clarification on the kind of housing that the city wants in that area.

Mayor Lewis answered that she wants the best use, which is subjective.

Ray Kallio mentioned elderly housing that is close to resources.

Eric Lindell mentioned that there is a housing shortage for almost every demographic in Ashland.

Ortman Property - Megan McBride summarized the property, it is zoned heavy industrial, has utility access, and would have to be rezoned for residential use. She also summarized a site investigation that found some potential wetlands.

Eric Lindell asked if this property is rezoned would there still be substantial amounts of heavy industrial zoned land?

Megan McBride answered that she would have to look into that more.

Kaas Baichtal asked that the committee consider the effects of changing the zoning of this property to residential. Could this limit what surrounding industrial uses could do?

Liz Franek mentioned the possibility of using one of these properties for a small farm property to be used as a group home.

6) **Announcements**

- a. Updates on redevelopment of the Timeless Timber site.

Megan McBride said that the site is moving forward.

- b. Updates on the NWCSA emergency shelter.

Millie Rounsville updated the committee as the shelter is planning a soft opening. The shelter is also going to have a laundry room and computer lab. Mille explained that the rooms in the shelter did not have safe electricity and the building did not have heat. NWCSA wanted to get the shelter up to code and safe for human health and safety before opening, which has created some delays in the opening.

Millie also said that the community has been very helpful in providing resources and items for the shelter including dishes and shelving.

Anne Whiting thanked Millie for all her work.

7) **Adjournment**

Motion to adjourn made by Kaas Baichtal, seconded by Megan McBride. Passed unanimously.

Meeting was adjourned at 9:20 am. Minutes by Mandelyn Lyons and Megan McBride.



City of Ashland – Plan Commission Meeting Minutes

A meeting of the Ashland Plan Commission was held on **Tuesday, January 18th, 2022 at 6:30 p.m.** via GoToMeeting.

Committee Members Present: David Mettillie, Mayor Lewis, Laurie Gregor, Eric Lindell, John Beirl, Katie Gellatly

Committee Members Absent:

Staff Present: Megan McBride

Mayor Lewis opened the meeting at 6:30 p.m.

Agenda

1) Approval of Agenda

Motion to approve the agenda by Eric Lindell, seconded by David Metille.
Passed unanimously.

2) Consent Agenda

a) Approval of minutes from the December 3rd, 2021 Plan Commission meeting

Motion to approve the minutes from the December 3rd, 2021 Plan Commission meeting by John Beirl, seconded by Laurie Gregor. Passed unanimously.

3) Public Comment (non-agenda items)

None.

4) Action Items

a) Review and provide recommendation on a request to vacate a portion of Right-of-Way known as Outlot A of CSM #474. Applicant: Ashland Industries

Megan McBride summarized the process for a Right-of-Way or ROW Vacation for the commission. She then summarized her staff report on the Ashland Industries request for the ROW vacation.

John Beirl asked who is responsible for the maintenance of the existing road.

Megan McBride answered that the road is currently public access so the City maintains it, however if the ROW Vacation is approved maintenance of the road becomes the responsibility of Ashland Industries.

Mayor Lewis asked what Ashland Industries produces.

John Beirl answered that they make construction and earth moving equipment.

A motion to approve the review by Eric Lindell, seconded by John Beirl. Passed unanimously.

b) Review and approve Site Plan for construction of a second-story addition to the existing building located at 1400 3rd St. W, parcel #201-00274-0000, zoned: Mixed Residential/Commercial (MRC). Applicant: Jarrod Dahl and Jazmin Hicks-Dahl

Megan McBride summarized her staff report and the process for a site plan review. She explained the existing use of the building on the property and the wish for the applicant to expand their artist studio. Approval has been recommended with the condition that the applicant install exterior lighting.

John Beirl mentioned that he believes that this project would improve the site and the area overall.

Eric Lindell asked if there was any public comment on the exterior lighting.

Megan answered that there are no proposals at this time, but they would want to install one light that would not violate the light ordinance.

A motion to approve the Site Plan by John Beirl, seconded by David Metille. Passed unanimously.

c) Initial review and possible recommendations regarding City-owned properties for residential redevelopment.

Mayor Lewis explained that this review is meant to evaluate the City's current properties that could be used for housing development.

Megan McBride summarized the strategic planning process and the goal to expand housing within the City. She also explained that these properties are possible housing development sites.

Junction Road Property - Megan McBride summarized the property characteristics, including utilities, acres, zoning, and environmental concerns. The Housing committee had recommended two options, the first to sell the property as one big piece of land, making the goals of the property very specific for developers. Second, to subdivide and market individual plots of buildable land.

David Metille agreed that this property is the most shovel ready, but asked about adding another city street if we subdivided the land.

Megan McBride answered that there are several options in regards to a new street that would depend on the marketing the city decides on.

John Beirl asked if we have talked to the existing developer that put apartments on Beaser.

Megan mentioned that there is developer interest in the property, but not from that particular person.

Mayor Lewis commented that there was a proposal to build apartments on the Junction Road property before and the neighbors opposed the plans with wishes to keep the character of the neighborhood. Thus, Mayor Lewis suggested taking input from the neighbors.

Eric Lindell commented that selling the land as one piece makes sense to avoid empty subdivided lots. He also asked about the timeline for a request for proposals.

Megan said that we can send out a proposal if that is what is recommended.

Mayor Lewis commented that she wants to talk more specifically about what kind of housing the commission wants before starting a Request for Proposals.

Megan McBride summarized the Request for Proposals process.

Mayor Lewis mentioned that previously the Request for Proposals has been very vague and the City has received a variety of proposals that might not fit what those properties need.

David Metille commented that selling the whole parcel as one piece feels restrictive and mentioned public interest in townhouses. He asked if there is wording that can be used that keeps the proposals open.

Laurie Gregor agreed with David Metille.

Megan asked if the commission agrees that the property should be sold as one whole lot.

The commission agreed.

Beaser Site - Megan McBride summarized the property characteristics, including utilities, acres, zoning, and environmental concerns. She also mentioned that this is another shovel ready lot, but might need some utility upgrades for multi-family housing.

Laurie Gregor asked if the City did another RFP would there be any changes?

Megan McBride answered that the last RFP was very broad and a variety of proposals came up, and it is up to the planning commission whether it is kept broad or more focused on community demand.

David Metille said he agreed with John Beirl's previous statement that Beaser could be a good site for many kinds of housing development. He also mentioned that the RFP for this site should be dependent on other sites RFPs.

Laurie Gregor agreed.

Mayor Lewis asked if the RFP should be restricted to housing.

Eric Lindell commented that housing should be a priority for this site.

Laurie Gregor and John Beirl both agreed that this site should not have a housing restrictive RFP. John Beirl also commented on the proximity of this site to the police station.

Megan McBride asked if it would be helpful for the commission to see previous RFP's for the Beaser site.

David Metille said that was a great idea.

John Beirl asked about previous proposals and how they were narrowed down.

Megan McBride said that the most proposals this property had at one time was three, and none of them were able to move forward. Others were interested but never submitted official proposals.

Ortman Property - Megan McBride summarized the property characteristics, including utilities, acres, zoning (Heavy Industrial), and environmental concerns including potential wetlands that could impede buildability. Housing committee recommended assessment for wetlands, and considered this as a good area for single buildable lots. The Housing Committee also wanted to know how a possible rezone of this property as residential would impact the amount of Heavy Industrial zoned land.

Megan mentioned that with the possibility of wetlands residential development would be more flexible than heavy industrial development.

John Beirl asked if this would be a desirable site for residential development.

Mayor Lewis said that this property was acquired by the City to accommodate potentially industrial development, but as far as she knows no industrial developers have come forward for the land.

David Metille commented that this is his neighborhood and comments that he has received a residential development would be preferred by neighbors.

Eric Lindell mentioned that a wetland assessment would clarify what development could be done on the property.

Laurie Gregor mentioned that people do want to be on the outskirts of the City and that buildable land out there would sell.

David Metille mentioned that residential development on that property could lead to better road infrastructure for the whole area.

Toll Road Property - Megan McBride summarized the property characteristics, including utilities, acres, zoning (Light Industrial), and environmental concerns. Housing committee recommended prioritizing other residential sites, if this site is rezoned as residential the development should complement the Timeless Timber site.

Eric Lindell asked how full the industrial park is?

Megan McBride answered that she would have to look into this more, but the primary

development that is happening there is expansions, sometimes into adjacent properties.

5) Announcements/Reports/Comments/Questions

a) Updates on the Timeless Timber development projects

Megan McBride updated the commission, the site plan for the residential development should be up for review at the next Plan Commission meeting. Properties that are surrounding the area will receive a site plan. Commercial wise the property has been subdivided and is still on track for Spring construction.

6) Adjournment

Motion to adjourn by David Metille. Seconded by Eric Lindell. Passed unanimously.

Meeting was adjourned at 7:31 pm. Minutes done by Megan McBride and Mandelyn Lyons.

SUBJECT: Approve to Waive the Advertisement Requirement Set Forth in Chapter 194.04, Procurement of Goods and Services, Ashland City Ordinances, and Approve an Agreement for Professional Services between the City of Ashland and Short Elliot Hendrickson Inc. (SEH) for Preliminary Design of Wastewater Treatment Plant Upgrades (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Utility Manager
Finance Director

EXHIBITS: 1. Agreement for Professional Services, January 21, 2022

EXPENDITURES REQUIRED:	\$ 115,500.00	Engineering Services
	\$ 5,75.00	Contract Contingency (5%)
	\$ 121,275.00	Project Total

AMOUNT BUDGETED: -\$0-

APPROPRIATION REQUIRED: \$ 121,275.00 - Fund 690 Wastewater Utility Fund Balance

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on February 16, 2022 that Short, Elliot, Hendrickson, 3535 Vadnais Center Dr, St Paul, MN 55110 is in compliance with Ashland City Ordinance 923.10.

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 31, 2020 meeting, City Council approved to award a contract for engineering services with Short Elliot Hendrickson, Inc. (SEH). Under this contract, SEH assisted the City in completing repairs to the sewer collection system that had been funded by the Wisconsin Department of Natural Resources (WI DNR) Clean Water Loan Program (CWLP). The CWLP was specifically established for the purpose of administering financial assistance to Wisconsin communities in order to support infrastructure projects that protect and improve public health and water quality. Financial assistance is offered in the form of reduced interest rate loans, principal forgiveness, and long term loans, with priority given to low-income communities. The recently passed federal infrastructure bill, termed the Bipartisan Infrastructure Law (BIL), will provide

increases to funding available through the CWLP.

Thus, the City of Ashland stands to continue to benefit from the CWLP in terms of funding future wastewater infrastructure needs. At the City's request, SEH recently reviewed the Wastewater Utility master plan and explained to Utility staff the process for obtaining CWLP funding for necessary upgrades to the wastewater treatment plant (WWTP).

The WWTP was originally constructed in 1992 and several upgrades were recommended as part of the Master Plan. In general, most WWTP components are so critical in terms of protecting water quality that repair/replacement should be done proactively, prior to component failure. Many of the upgrades have either been partially completed or not completed at all as the City has prioritized collection system repairs in an effort to reduce infiltration and inflow (I&I) within the system. These WWTP components include the need for modern preliminary treatment facilities (screens), sludge digester upgrades, and leaking aeration lines. In addition, the Master Plan introduces the possibility of making modifications to the WWTP overflow structure in a manner that has the potential to significantly reduce the amount of wastewater overflows. However, a significant amount of preliminary engineering is necessary to evaluate this option.

The scope of SEH's services will include preliminary engineering of necessary WWTP upgrades, evaluation of the overflow structure modifications and facility modification plan. The facility modification plan is necessary for the WWTP upgrades to be eligible for CWLP funding, which SEH will also assist the City in pursuing.

Council approval of additional services will be necessary to finalize the WWTP upgrade design, procure construction services and complete applications for CWLP funding. The cost of SEH services will likely be eligible for inclusion in the CWLP funding but additional steps in the WI DNR process are necessary to confirm that.

The Public Works Department recommends entering into an agreement with SEH for engineering services at a cost of \$121,275.

Sec. 194.04. Purchases of more than \$30,000. Purchases of more than \$30,000 may be authorized by the City Council upon advertisement, unless the advertisement requirement is waived by a majority vote of the City Council. Advertisement may be supplemented by solicitation or, upon approval by a majority vote of the City Council, may be substituted for advertisement. This section applies to the purchase of tangible personal property and to services, but does not apply to construction contracts under sec. 62.15, Wis. Stats.

Agreement for Professional Services

This Agreement is effective as of January 21, 2022, between City of Ashland (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: WWTP Upgrades – Preliminary Design.

Client's Authorized Representative: John Butler, PE

Address: 2020 6th Street East
Ashland, WI 54806

Telephone: 715.685.1648 **email:** jbutler@coawi.org

Project Manager: Jeremiah Wendt, PE (WI, SD, NE)

Address: 156 High Street, Suite 300
New Richmond, WI 54017

Telephone: 715.531.8063 **email:** jwendt@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

The proposed engineering services in general consist of review of the existing preliminary engineering report, preparation of an Abbreviated Facility Plan for the improvements identified, and preparation of preliminary drawings and opinions of probable cost for the project as described in this Agreement. The preliminary design for this project will address the needs at the wastewater treatment plant (WWTP) including rehabilitation of the headworks building and aerobic digester, lining or replacement of air piping, and lining of the overflow retention basin.

Consultant proposes the following work scope for preliminary design of the WWTF Upgrades project:

Task 1 – Abbreviated Facility Plan

Consultant will review the 2017 Preliminary Engineering Report (PER) and develop an Abbreviated Facility Plan for only the improvements identified for design/construction at this time, including rehabilitation of the headworks (which was addressed in the PER), and the aerobic digester (which was not addressed in the PER). Additionally, the capacity of the existing outfall pipe will be evaluated, and the results of the evaluation documented in the Abbreviated Facility Plan. Consultant will also evaluate options for lining or replacement of air piping on the WWTP site and evaluate options for adding or replacing the liner in the overflow retention basin.

Based on the information in the 2017 PER, Consultant will review the capacity of the headworks and aerobic digester and determine if there is capacity in each process to meet future demands. After determining the adequacy of the existing structural components, Consultant will review alternatives for making the desired rehabilitations and develop a planning-level opinion of probable cost for each of the processes. Capital, and Operation, Maintenance and Replacement (O, M&R) Facility Plan Level opinions of probable cost will be developed for the processes discussed above. These costs will be used to develop a life cycle cost analysis and present worth cost for each of the three processes for a 20-year planning cycle. An Abbreviated Facility Plan will be developed for submittal to the Wisconsin Department of Natural Resources (WDNR). One (1) Meeting will be held with key Client staff and the Consultant's Project Manager to discuss the final Abbreviated

Facility Plan. Consultant will attend one (1) Public Hearing at Client Offices per the requirements of WDNR for a complete Facility Plan. The presentation will discuss the recommended alternative in the Abbreviated Facility Plan and related capital and O, M&R costs.

Task 2 – Preliminary Design

The preliminary design scope assumes the recommended improvements from the Abbreviated Facility Plan will include the following:

- Installation of a second fine screen and removal of the static screens (including related structural, architectural, electrical and mechanical improvements to the headworks building).
- Replacement of the existing digester aeration, mixing and decanting system, including blowers, piping, diffusers, controls, and necessary mechanical and electrical upgrades within the digester structure to meet current code requirements.
- The scope may need to be revised based on the recommended alternative in the Abbreviated Facility Plan. If that is the case, Consultant will work with the Client to amend this agreement as necessary to adjust the scope.

The following items are included in the Preliminary Design Scope:

- A design kickoff meeting will be held with Client staff and design leads from each discipline.
- Consultant will prepare preliminary drawings, and preliminary opinions of probable construction cost for the WWTP Upgrades project.

ASSUMPTIONS/CONDITIONS

This Agreement is subject to the following assumptions/conditions:

- This agreement only includes planning and preliminary design – a separate agreement will address final design, bidding and construction-related services.
- No floodplain or wetland review is required.
- Presence of significant historic and cultural resources, or threatened and endangered species is not anticipated and, therefore, further studies or permitting relating to these are not included.
- Consultant's fees are based on a project construction duration of 6 months from notice to Contractor to proceed until final completion.
- No property staking, land surveys, or topographic survey are included in the scope of this Agreement.
- While the intent is to design facilities that will be eligible for Clean Water Funding, no funding applications are included in the scope of this Agreement.

CLIENT'S RESPONSIBILITIES

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

The Client shall:

- Provide full information as to its requirement for the Project.
- Provide additional process monitoring data, as requested by Consultant.
- Assist Consultant by placing at Consultant's disposal all available information pertinent to the Project.
- Guarantee access to and make all provisions for Consultant to enter upon lands as required for Consultant to perform the work under this Agreement.
- Review sketches, estimates, drawings, specifications, proposals, and other documents presented by Consultant, and inform Consultant of all decisions and feedback within a reasonable amount of time so as not to delay Consultant.
- Participate in design review meetings on a regular basis as proposed in this Agreement.

Schedule: Consultant is prepared to complete this scope of work and begin these efforts upon receipt of Client's writing authorization. Barring any unforeseen delays, the Consultant anticipates submittal of the Abbreviated Facility Plan to DNR by June 30, 2022, and submittal of preliminary design documents for review by the Client by September 30, 2022.

Payment: The fee is hourly, subject to a not-to-exceed amount by task listed below, including expenses and equipment.

- Task 1: Abbreviated Facility Plan \$ 17,400
- Task 2: Preliminary Design \$ 98,100
- **Total:** **\$115,500**

The payment method, basis, frequency, and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

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Short Elliott Hendrickson Inc.

City of Ashland

By: 
Daniel A Penzkover, PE (WI, MI, IL)
Title: Client Service Manager

By: _____
Title: _____

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit A-1
to Agreement for Professional Services
Between City of Ashland (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 21, 2021

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

document2

SUBJECT: Approve a Resolution to Authorize a Representative of the City of Ashland to File Applications for Financial Assistance from the State of Wisconsin Environmental Improvement Fund Program for the 2022 Lead Service Lateral Replacements Grant Application (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS: 1. Proposed Resolution

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**TREASURER'S
CERTIFICATE:** N/A

COMPLIANCE WITH ORD. 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: N/A

SUMMARY STATEMENT:

Since 2016 the City has participated in the Safe Drinking Water Private Lead Service Replacement Program (SDWLP) to fund grants to replace lead service laterals. In both 2017 and 2018 the City was awarded \$300,000 to replace private lead service lines. Between 2017 and 2021, 298 private lead service laterals have been replaced throughout the City. Information available through city records indicate there are an additional 350 private lead service laterals eligible for replacement.

The Wisconsin DNR is accepting applications in 2022 to fund private lead service line replacements. An application has been submitted on behalf of the City. One of the requirements related to the application process is for the City to have a Council approved authorized representative via resolution. The authorized representative will file applications with the Wisconsin Environmental Improvement Fund and is authorized and empowered to do things necessary in connection with the application. Previously, the Mayor had filled this role but staff is suggesting this responsibility be assigned to the City Administrator.

Beyond this grant application, it is important that the City establish and continue a program for water distribution system replacements. Sources of lead beyond private services are present in the water distribution

system and homeowners are only eligible if the City portion of a water service lateral is lead free. This began last year with the 2021 Watermain Improvements and Waterfront Access Road projects, and staff plans to continue with the 2022 Watermain Improvements and 6th Street East Street Reconstruction and Utility Replacement projects. The City plans to replace 45 private lead service lines in 2022, the majority of which are located within these project areas and would not otherwise be eligible for grant funding without replacement of the public watermain.

RESOLUTION No. 17671

**RESOLUTION TO AUTHORIZE A REPRESENTATIVE OF THE CITY OF ASHLAND
TO FILE APPLICATIONS FOR FINANCIAL ASSISTANCE FROM THE STATE OF
WISCONSIN ENVIRONMENTAL IMPROVEMENT FUND PROGRAM FOR THE 2022
LEAD SERVICE LATERAL REPLACEMENTS GRANT APPLICATION**

WHEREAS, it is the desire of the City of Ashland, Wisconsin, a municipal corporation, to file several applications for State financial assistance for its water and wastewater system facilities under the Wisconsin Environmental Improvement Fund (ss. 281.58, 281.59, 281.60, and 281.61, Wis. Stats.); and,

WHEREAS, it is necessary to designate a representative for filing said applications.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ashland approves that the City Administrator is hereby appointed as the authorized representative for the City of Ashland for the purpose of filing these applications, and that the representative is further authorized and empowered to do all necessary things and take all necessary steps in connection with said application.

PASSED: February 22, 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 50 (2020-1934) Main Street Board, Ashland City Ordinances (*Planning*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Main Street Board (unanimously approved on February 2, 2022)

EXHIBITS:

1. Proposed Ordinance
2. Proposed Changes - Redlined Copy

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 amendment conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan. Ashland was officially designated as a Main Street Community in 2020, a goal established by the City's Comprehensive Plan to help boost the downtown's coordination, marketing, and investment capacity. The recommended amendments to City Ordinance Chapter 50: Main Street Board will provide greater flexibility for the Board, both in the number of representatives and general membership makeup, which will increase the Board's capacity to coordinate downtown projects and improvements, as well as leverage resources for the downtown's planning and development.

SUMMARY STATEMENT:

The planning staff, through discussion with the Main Street Board, is recommending revision to the Main Street Board Ordinance to allow for a range of 5 to 9 members, rather than strictly 9. Staff also recommends revision to the membership language to instead offer a la carte style representation.

The intent of these changes is to encourage diversity of representation, offer greater flexibility in filling board vacancies, increase involvement of downtown business owners, and better reflect the interests of downtown stakeholders. Due to the strict membership requirements, two board vacancies have been vacant since July

2021, despite proactive advertisements by staff and proven interest in the Board from downtown business owners. Amending the ordinance to allow for greater flexibility in representation will ensure future vacancies can be filled in a timely matter.

The proposed amendments will also encourage greater engagement in the Main Street Board and Ashland Main Street Program from the downtown business community and other community stakeholders. Greater community engagement will translate into additional program, committee, and project capacity.

Sequential Ordinance No. 2022-1956
Chapter No. 50 (2020-1934)

**ORDINANCE TO AMEND CHAPTER 50 (2020-1934) MAIN STREET BOARD,
ASHLAND CITY ORDINANCES.**

An ordinance adopted by the Common Council for the City of Ashland at a regular meeting of February 22, 2022, for the purpose of amending Chapter 50 (2020-1934) Main Street Board, Ashland City Ordinances.

Section I:

50.02. Membership and Organization *shall be amended to read as follows:*

- (a) The Main Street Board shall be composed of 5-9 members, appointed by the Mayor and confirmed by the Common Council, to serve staggered two-year terms commencing from the date of their approval.
- (b) At all times, a minimum of 50% of board members must be made up of representatives from downtown businesses and/or property owners.
- (c) The Main Street Board shall represent a broad array of community interests and downtown stakeholders. The Board may be made up of representation from:
 - a. The Ashland Area Chamber of Commerce
 - b. The Ashland Area Development Corporation
 - c. Downtown business owners
 - d. Downtown property owners
 - e. Downtown tenants
 - f. Downtown non-profit entity
 - g. Local realtor
 - h. Downtown volunteer organization
 - i. Private community stakeholder outside of the downtown
- (d) At the first meeting after July 1 of any given year, the board shall elect a chairperson.

If any board member has three unexcused absences or resigns, the Board 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.

Section II:

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

PASSED: February 22, 2022
PUBLISHED: March 1, 2022

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

1. *The Main Street Board has requested that the required number of members and board representation requirements change within the Chapter 50 Main Street Board Ordinance.*

Proposed Changes:

50.02. Membership and Organization

- (a) The Main Street Board shall be composed of ~~nine (9)~~ 5-9 members, appointed by the Mayor and confirmed by the Common Council, to serve staggered two-year terms commencing from the date of their approval. ~~For the first year of the program, four (4) members shall be appointed for a duration of only one (1) year to ensure the board will not have complete turnover at any time.~~
- (b) At all times, a minimum of 50% of board members must be made up of ~~representatives of~~ downtown businesses, ~~non-profits~~, and/or property owners.
- (c) The Main Street Board shall represent a broad array of community interests and downtown stakeholders. ~~, including: The Board may be made up of representation from:~~
 - a. ~~Representative of The~~ Ashland Area Chamber of Commerce
 - b. ~~Representative of The~~ Ashland Area Development Corporation
 - c. ~~Downtown business owners~~ ~~Representatives of a minimum of 3 downtown business or property owners~~
 - d. ~~Downtown property owners~~
 - e. ~~Downtown tenants~~
 - f. ~~Representative from at least one (1)~~ downtown non-profit entity
 - g. ~~Representative of a~~ local realtor ~~OR representative of a downtown volunteer organization~~
 - h. ~~Downtown volunteer organization~~
 - i. ~~Representative from~~ private community stakeholder outside of the downtown

(d) At the first meeting ~~of the board and the first meeting~~ after July 1 of any given year, the board shall elect a chairperson.

(e) If any board member has three unexcused absences or resigns, the Board 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 Waive the Advertisement Requirement Set Forth in Chapter 194.04 Procurement of Goods and Services, Ashland City Ordinance, and Approve the Agreement for Building, HVAC, Plumbing and Electrical Inspection Services between the City of Ashland and Stephen Schraufnagel (*Planning*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning Director
City Administrator

EXHIBITS: 1. Agreement for Building, HVAC, Plumbing and Electrical Inspection Services

EXPENDITURES REQUIRED: \$60,000

AMOUNT BUDGETED: \$60,000 - Building Inspections Budget

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on February 14, 2022, that Stephen G. Schraufnagel 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: The proposed contract conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan. Specific goals identified in the Comp Plan include strategic code enforcement and strategic demolition for improvement of Ashland's housing stock and removal of blight. Having a contracted Building Inspector in addition to a full-time Property Maintenance Specialist has greatly improved efficiency and consistency in addressing code violations and structural concerns, while overall costing the department approximately the same or less than the previous model of having a full-time, in-house Building Inspector and an LTE Property Maintenance Specialist.

SUMMARY STATEMENT:

City Planning staff is requesting that Council waive the advertisement requirement set forth in Chapter 194.04 Procurement of Goods and Services, Ashland City Ordinances, and renew the existing contract with Stephen G. Schraufnagel for continued Building Inspection services.

The City advertised via RFP in 2019 and 2020 for Building Inspection services, and had never received a qualified bid with the exception of Mr. Schraufnagel's. City staff have been consistently happy with the level of performance, communication, and professionalism that Mr. Schraufnagel has provided in completing both residential and commercial inspections, as well as his demeanor and customer service in interacting with the public. Additionally, Mr. Schraufnagel's level of understanding and familiarity with the City's permitting system and anticipated projects, including those taking place at Memorial Medical Center and construction anticipated on the Timeless Timber site, will provide continuity in the department and ensure these important projects progress in a timely fashion with appropriate oversight and technical support for building code related questions.

Sec. 194.04. Purchases of more than \$30,000. Purchases of more than \$30,000 may be authorized by the City Council upon advertisement, unless the advertisement requirement is waived by a majority vote of the City Council. Advertisement may be supplemented by solicitation or, upon approval by a majority vote of the City Council, may be substituted for advertisement.

AGREEMENT FOR BUILDING, HVAC, PLUMBING AND ELECTRICAL INSPECTION SERVICES

The City of Ashland, hereinafter "City", and Stephen G. Schraufnagel of 811 Chapple Avenue, Ashland, WI 54806, hereinafter "Contractor", as and for an Agreement for Contractor to provide Building, HVAC, Plumbing and Electrical inspection services to the City, agree as follows:

1. Contractor warrants and represents that he is certified and licensed by the State of Wisconsin to perform Uniform Dwelling Code inspections in the categories of Construction, HVAC, Plumbing and Electrical, along with Inspector Certifications in Rental Weatherization, Home Inspection, and Commercial Buildings. The Contractor is an Architect licensed in the State of Wisconsin.
2. Contractor will perform the Building, HVAC, Plumbing and Electrical inspections on all new construction and remodeling projects in the City of Ashland as requested by the City during the term of this Agreement.
3. Contractor shall be compensated as per the following fee schedule:

(Item)	(Fee)
a. UDC Construction Inspections	\$95.00/trip
UDC HVAC Inspections	\$95.00/trip
UDC Plumbing Inspections	\$95.00/trip
UDC Electrical Inspections	\$95.00/trip
b. Home Inspections (Non-UDC Related)	\$95.00/trip
c. Commercial Buildings, Multi-Family Dwellings, etc., which includes a Certified Commercial Inspection and plan review for Building, HVAC, Plumbing, Electrical	\$125.00/trip/category
d. UDC Plan review for Construction, HVAC, Plumbing and Electrical	\$95.00/category
e. Consulting for UDC projects	\$95.00/Hour
f. Registered Architect Services	\$125.00/Hour
g. Requested Meeting Attendance	\$95.00/Hour

Payment of the fee will be monthly upon receipt of an invoice from contractor.

4. In connection with inspections, to ensure compliance with the subject codes, Contractor will prepare documentation of all disputes, prepare noncompliance orders and prepare full and complete written reports on inspections performed, which reports shall be turned over to the City of Ashland Planning & Development Department.

5. It is mutually agreed and understood that in the performance of the professional services to be rendered under this Agreement, the Contractor shall act as an independent contractor in relation to the City and not as an employee of the City. The City shall not have the right to direct or control the details, method or means in which the Contractor performs his inspection services under this Agreement. The contractor warrants that his services will be involved and the Contractor holds himself out and available to the public for performance of services. Contractor reserves the right to offer said services to the public.

Contractor's obligation under this Agreement is to provide services in a timely and professional manner. Contractor has no obligation to work any particular hours or days or any particular number of hours or days other than what is required to perform the inspection services needed.

Contractor shall not be deemed an employee of the City for any purpose whatsoever, including, but not limited to: 1) Inclusion in any City or Wisconsin Retirement Fund, Retirement or Pension Plans; 2) Sick Pay; 3) Holidays; 4) Vacation; 5) Inclusion in any City Insurance Programs.

6. Contractor agrees that he is solely responsible for the payment of those taxes or contributions (including, but not limited to, individual income taxes, self-employment taxes, and unemployment insurance contributions) as may be in connection with fees received by Contractor pursuant to the Agreement, whether such taxes, contributions or payments are owed pursuant to the laws of the United States or any state or municipality.
7. No taxes, contributions, payments or deductions of any type shall be withheld by the City on fees paid to the Contractor for services rendered under this Agreement and contractor agrees to indemnify and hold City, its officers, directors and employees harmless from and against any and all liability, costs and expenses (including attorney's fees) incurred by the City in contesting or defending against any liability for taxes, contributions, or other payments which may be asserted against City by any third party as a result of City's failure to withhold such taxes, contributions or deductions.
8. Contractor further acknowledges and agrees that the City will not make disability insurance contributions on Contractor's behalf nor obtain or pay for worker's compensation insurance coverage for Contractor or Contractor's employees, if any.
9. In performance of the inspection services pursuant to this Agreement, Contractor will be acting as the agent of the City. The City of Ashland liability insurance coverage will extend to cover the Contractor while acting within the scope of the duties performing inspection services. Contractor shall hold the City harmless and indemnify the City of any loss, liability or damages sustained by any party as a result of the inspector's acts or omissions outside the scope of his inspection services.

10. The Contractor will be required to pay for all his supplies (paper, code books, etc.) continuing education expenses, travel expenses, and licensing renewals and fees while he is rendering his services to the City.

11. The City is to provide the Contractor with visible identification credentials, such as business cards, letterhead, envelopes, as required to perform his services in the capacity of the City.

12. This Agreement shall commence on March 1, 2022, and runs through March 31, 2024. This Agreement is a continuation of an existing Agreement that expires on February 28, 2022.

13. This Agreement may be terminated by either the City or Contractor after 90 days written notice to the other party.

CITY OF ASHLAND

CONTRACTOR: Stephen G. Schraufnagel

Brant Kucera
Ashland City Administrator
601 Main West
Ashland, WI 54806



Stephen G. Schraufnagel
Architect/Building Inspector
811 Chapple Ave.
Ashland, WI 54806

Date: / /

Date: |2 / 22 / 2|

Denise Oliphant
Ashland City Clerk

Date: / /