

ASHLAND CITY COUNCIL MEETING
Tuesday, June 11, 2019 – 5:30 PM
Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

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

2. APPROVAL OF AGENDA (Voice)

3. APPROVAL OF MINUTES of the May 28, 2019 Council and Committee of the Whole Meetings, and May 31, 2019 City Council Retreat

- A. May 28, 2019 City Council Meeting Minutes**
- B. May 28, 2019 Committee of the Whole Minutes**
- C. May 31, 2019 City Council Retreat**

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

5. MAYOR'S REPORT

- A. Announcements**

6. CONSENT AGENDA

- A. Miscellaneous Minutes**
- B. Approve Greta A. Oliphant as New Agent for the Alcohol Beverage License Application for Compass Group USA, Inc. at 1411 Ellis Avenue, Ashland**
- C. Operators' Licenses**

7. OLD BUSINESS

- A. Approve to Amend Chapter 544 (1026), Reserved Parking, Vehicular Stopping and Parking, Ashland City Ordinances, to include a Designated Disabled Parking Space on the South Side of the 700 Block of Main Street West from Chequamegon Food Cooperative as Approved by Council on May 28, 2019 *(Voice)***

- B. Approve Resolution in Support of Housing a Naval Destroyer at the City of Ashland *(Voice)***

8. NEW BUSINESS

- A. Approve to Purchase a Lawn Tractor from Northland Lawn, Sport & Equipment, and an Aviation Radio from Marv Golden Pro-Forma for the JFK Memorial Airport *(Roll)***
- B. Approve to Purchase a New Credit Card Reader for the JFK Memorial Airport, and to Approve to Waive Chapter 194.03, Ashland City Ordinances, for O'Day Equipment, LLC *(Roll)***
- C. Approve to Award KLM Engineering, Inc. a Contract for the Beaser Elevated Tower, Binsfield Standpipe, and Clearwell Water Tank Inspections *(Roll)***
- D. Approve a Resolution to Issue a Conditional Use Permit to Allow Parking as Principal Use in the City Center (CC) District at 900 Main Street West, Parcel #201-00192-0000, Applicant Mark Gutteter *(Voice)***
- E. Approve Easement Agreement with LeRoy A. Watland, Jr., 1020 Lake Shore Drive West, Ashland, and Link International Investments, 104 11th Avenue West *(Voice)***

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

ASHLAND CITY COUNCIL MEETING
Tuesday, May 28, 2019 – 5:30 P.M.
Ashland City Hall Council Chambers
Page 1

PRESENT: Holly George (arrived at 5:35), Wahsayah Whitebird, Sarah Jackson, Kate Ullman, Ana Tochtermann, Matt MacKenzie, Kevin Haas (arrived 5:32), Elizabeth Franek, Charlie Ortman, Dick Pufall, and Jackie Moore

ABSENT: None

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

Agenda Item 1: Call to Order

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

Agenda Item 2: Approval of Agenda

Moore moved, seconded by Haas to approve the agenda with the addition of items *Return to Open Session* and *Report of Action Taken during Closed Session*. The motion passed unanimously by voice vote.

Agenda Item 3A: Approve the Minutes of the May 14, 2019 City Council Meeting Committee of the Whole Meetings

Lewis asked to correct the minutes to reflect Fire Chief Chenier's total years of service. Pufall moved, seconded by Whitebird to approve the minutes of the May 14, 2019 City Council and Committee of the Whole meetings. The motion passed unanimously by voice vote.

Agenda Item 4: Citizen Participation Period

No citizens asked to speak.

Agenda Item 5: Mayor's Report

Agenda Item 5A: Announcements

Lewis confirmed the date for the Council Retreat as Friday, May 31 at the Cobblestone Hotel Meeting Room. Any Councilors who have not already signed up for Local Government 101 were asked to do so with the Clerk. Lewis attended Lobby Day in Madison last week. Finally, Lewis gave an update regarding the recent law enforcement shooting in the City.

Agenda Item 6: Consent Agenda

Agenda Item 6A: Operators' Licenses

Patricia E. Brown	Nathan B. Nicholls	Michelle L. Aronson
Kiersten A. Galazen	Irene L. Piff	Jeffrey L. Shannon
Emily M. Hanson	Michael S. Tanula	Emily J. Pufall
Autumn E. Koleski	Clay M. Torres	
Caitlin M. Krengel	William T. Dryer	
Debra K. McCormick	Yvonne M. Bretting	

Agenda Item 6B: Miscellaneous Committee Minutes

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

Agenda Item 7: New Business

Agenda Item 7A: Approve to Adopt the Current City of Ashland Comprehensive Outdoor Recreation Plan (CORP) until December 31, 2019 with the Addition of Parks Goal 7: Ashland Ore Dock Redevelopment

The City's Comprehensive Outdoor Recreation Plan (CORP) expired December 31, 2018. The Wisconsin Department of Natural Resources, along with the National Parks and Recreation Agency, recommends that these plans be updated every 5 years to stay current with outdoor recreation trends, park usage, land development, and City priorities.

The City had retained a consultant (GRAEF) to update the CORP. The update should be completed by August 2019. To qualify for grant funding in 2019, it has been recommended that Council adopt a new expiration date of December 31, 2019 and add to it, Chapter 5 Goals and Objectives and Park Goal 7: Ashland Ore Dock Redevelopment. Objectives include:- Securing Funding for Design and Engineering Documents- Public Access to 1923 Section of the Ore Dock, known as Phase 1: Diamond Access.

Ortman moved, seconded by Haas to approve to adopt the current City of Ashland Comprehensive Outdoor Recreation Plan (CORP) until December 31, 2019 with the addition of Parks Goal 7: Ashland Ore Dock Redevelopment. The motion passed unanimously by voice vote.

Agenda Item 7B: Approve Change Order #1 from AMI Consulting Engineers PA for Kreher Park Redevelopment Project

The City of Ashland is requesting Council to approve payment of Change Order #1 received from AMI Consulting Engineers PA for the Kreher Park Redevelopment Project.

AMI Consulting Engineers PA (AMI) currently has a contract with the City to provide construction documents and part time construction management for the redevelopment of Kreher Park. AMI's contract for the design services began in August of 2018. Due to the existing contaminated site conditions and the coordination of the proposed development design with the cleanup efforts of NSP, AMI has been required to attend additional meetings outside of the original scope. AMI has had to redesign multiple items due to needs or changes by NSP in their design. These services are in addition to our present contractual obligations.

Ortman requested to recognize Mike Bebeau to speak on behalf of Xcel Energy. The motion passed unanimously by voice vote.

Ortman moved, seconded by George to approve change order #1 from AMI Consulting Engineers PA for the Kreher Park Redevelopment Project in the amount of \$84,000. The motion passed unanimously by roll call vote.

Agenda Item 7C: Approve City Staff to Enter into a Contract with a Qualified Firm for Phase 1 of the Kreher Park Redevelopment: Below Cap Work and Site Grading

City Staff made a special request of the Common Council to approve entering into a contract with the lowest, most qualified bidder for Kreher Park Redevelopment Phase 1: Below Cap and Site Grading prior to the bid opening.

City Staff made this request due to the timeliness of the project. The NSP contract had advanced at the Kreher Park Site to begin the final remediation process of capping the site. In order to keep the project going smoothly through completion in 2019, the project required a qualified contractor ASAP. NSP would be doing the capping of the site in four (4) phases, scheduled to begin during the week of June 10. The project contractor needed to be on site at that time to oversee and ensure that the City's part of the redevelopment of the site was done. Phase 1 consisted of installation of light pole bases below the cap and of pilings for the boat landing.

Bids were posted on May 24, 2019 and would be opened June 6, 2019. Staff requested to award the bid before the next City Council meeting on June 11, 2019. City staff would announce the contract and contract award amount at the June 11, 2019 City Council Meeting.

Haas moved, seconded by Moore to approve City staff to enter into a contract with a qualified firm for Phase 1 of the Kreher Redevelopment: Below Cap Work and Site Grading. The motion passed unanimously by roll call vote.

Agenda Item 7D: Approve to Reallocate Capital Improvement Plan (CIP) Funds from the Kreher Park Bathroom Project to the H. Pearson Plaza Repair

Staff sought approval to use funds budgeted for renovating the Kreher RV Park bathroom to instead install stamped concrete at the H. Pearson Plaza Park.

During the June 18, 2018 storm the H. Pearson Plaza Park was damaged by excessive rainfall (see attached picture). FEMA would assist with fixing the groundwork, but only for the amount of money it would cost to reinstall the brick pavers. Staff determined to use poured and stamped concrete for resiliency as concrete would hold up better than pavers if another rain storm event were to happen. Staff believes the stamped concrete would also be more accessible and more aesthetically pleasing than the pavers.

This was a federally funded public construction project, so the City would have to go through the Federal Procurement Requirements and seek bids for this project. By mid-summer, Council would have the opportunity to approve the contractor to do the project. This was something the Public Works staff were not able to do.

The Parks and Recreation Committee approved the reallocation and recommended Council approve the Option B style.

Moore moved, seconded by George to approve to reallocate Capital Improvement Plan funds from the Kreher Park Bathroom Project to the H. Pearson Plaza Repair. The motion passed 10-1 by roll call vote; Whitebird abstained.

Agenda Item 7E: Approve an Addendum to the Framework Agreement for Cooperation and Coordination Concerning the Redevelopment Activities at the Ashland Northern States Power (NSP) Lakefront Superfund Site (Kreher Park) between the City of Ashland and Northern States Power (Xcel Energy)

Northern State Power (NSP) was seeking an agreement with the City of Ashland for the redevelopment of the Superfund Site. This agreement would ensure that the Kreher Park Redevelopment (Superfund Site) goes smoothly between both parties and contractors.

Ortman moved, seconded by Jackson to approve Addendum 1 to Framework Agreement for Cooperation and Coordination Concerning Redevelopment Activities at the Ashland Northern States Power Lakefront Superfund Site (Kreher Park) between the City of Ashland and Northern States Power. The motion passed 10-1 by roll call vote; MacKenzie abstained.

Agenda Item 7F: Approve a Resolution to Designate Five Historic Structures, Buildings or Sites as Historic Structures in the City of Ashland

The City of Ashland's Local Listing of Historic Structures consisted of approximately 85 residential, commercial and institutional properties that embody significant architectural and/or cultural history of the Ashland area. Per Chapter 826, Ashland City Ordinances, Historic Preservation, the Historic Preservation Commission has the authority to make recommendations to Council to locally designate additional sites, buildings or structures.

The Historic Preservation Commission identified properties as desirable for designation due to their historical and/or architectural significance, and letters were sent to these property owners to invite them to have their property included for consideration on the Local Listing of Historic Structures. The property owners who responded that they wanted to move forward with locally designating their property were those included in the resolution. While Chapter 826, Ashland City Ordinances, Historic Preservation only required that nominated property owners be given adequate notice and invitation to the Public Hearing held by the Commission, it had been the practice of the Planning & Development Department to work with all property owners well in advance of these notices going out to ensure that they fully understand and appreciate the significance of locally designating their property.

McBride asked to amend the resolution to remove the Northland College structures at this time as requested by the Facilities Supervisor of Northland College.

Franek moved, seconded by Whitebird to approve the resolution to designate historic structures, buildings or sites as Historic Structures in the City of Ashland with the amendment to remove the three Northland College properties. The motion passed unanimously by voice vote.

Agenda Item 7G: Approve to Repeal Resolution 17495 and Approve a Resolution to Vacate a Portion of Undeveloped City Right-of-Way Adjacent to Lots 14 through 16 in Block 8 of Commercial Addition and Blocks 6 and 7 of Commercial Addition of the City of Ashland, Wisconsin

The vacation of a portion of undeveloped right-of-way was approved by City Council at their February 26, 2019 meeting. The request to repeal this Resolution approve a new Resolution does not alter or impact the actual area of land that was approved to be vacated at this time, except that the small portion originally described as being adjacent to Lots 19 through 20 was removed per recommendation of the surveyor and agreed to by the property owners and Ashland County Register of Deeds. The purpose of this request was to amend the language used to describe the area being vacated in order to align with what is needed for the Real Estate Transfer Return to facilitate recording of the document with the Ashland County Register of Deeds office. The legal description included in the original Resolution approved by Council on February 26, 2019 referenced that the portion to be vacated was adjacent to Lots 14 through 16 of Block 8 of Commercial addition, but did

not include reference to the portions of “land” owned by the same property owners that are off the shore of Lake Superior.

In order for the resolution to align with the information needed to file the Real Estate Transfer Return this must be amended to state that the portion being vacated was also adjacent to those pieces of property located in Lake Superior so that the vacated portions can be correctly conveyed. The proposed language amendments were direct recommendations from the Ashland County Register of Deeds.

Ortman moved, seconded by Haas to approve to repeal Resolution 17495 and approve a resolution to vacate a portion of undeveloped City right-of-way adjacent to Lots 14 through 16 in Block 8 of Commercial Addition and Blocks 6 and 7 of Commercial Addition of the City of Ashland, Wisconsin. The motion passed unanimously by voice vote.

Agenda Item 7H: Approve to Amend Service Agreement with Payment Services Network, Inc. to Accept Debt and Credit Card Payments

The Water and Wastewater Utility contracts with Payment Services Network, Inc. (PSN) to provide an alternative online billing and payment option for their customers. The Treasurer’s office accepts cash, checks and money orders, but did not offer its customers an option to pay with a debit or credit card.

The amended agreement would allow secured debit/credit card payments to be processed at the Treasurer’s window. Merchant fees would still be passed along to the customer at the time of payment. Customers would be required to pay 2.75% of the total (plus an additional 50 cents if under \$100.00). The cost of the machine was \$250.00. The setup fee will be waived by PSN.

Moore moved, seconded by Ullman to approve to amend the service agreement with Payment Services Network, Inc. to accept debit and credit card payments. The motion passed unanimously by roll call vote.

Agenda Item 7I: Approve Request for a Designated Disabled Parking Space on the South Side of the 700 Block of Main Street West from Chequamegon Food Cooperative

The Chequamegon Food Cooperative, 700 Main Street West, submitted a request to the Disabled Parking Enforcement Assistance Council (DPEAC) for a designated disabled parking space along the south side of the 700 Block of Main Street West, east of the parking lot entrance and immediately in front of their Main Street entrance.

The DPEAC met on May 21, 2019 to discuss and voted unanimously to recommend to Council to approve this request.

After much discussion, Pufall called the question, seconded by Moore. The motion passed unanimously by voice vote.

Moore moved, seconded by Whitebird to approve the request for a designated disabled parking space on the south side of the 700 Block of Main Street West from Chequamegon Food Cooperative. The motion passed 10-1 by voice vote; Ortman opposed.

Agenda Item 7J: Approve to Amend Chapter 27, Board of Review, Ashland City Ordinances to Adopt Wisconsin State Statute 70.47, Board of Review Proceedings

The Board of Review meets annually review the assessment roll after it is completed by the Assessor, and to hear objections brought forward by property owners if they wish to appeal their assessment. During this meeting, the Board has the option to deny or adjust the assessment as they find appropriate.

According to Wisconsin State Statute 70.47, Board of Review Proceedings, the Board of Review has the right to accept or deny objections by phone, grant or waive the 48-hour notice by the property owner to appear before the Board, and adjourn to continue the hearing to another date up to five days of the initial meeting date, among other actions. The Board is also required to follow State Statute 70.47(7) regarding confidentiality of income and expense records. The current Chapter 27, Ashland City Ordinances, does not currently address a majority of the procedures that Wisconsin State Statute outlines.

The Clerk's office requested Council to approve to amend the current Chapter 27 to adopt and include the State of Wisconsin Statute 70.47, Board of Review Proceedings to more clearly provide to the public the expectations and process of appearing before the Board of Review.

George moved, Franek seconded a motion to approve to amend Chapter 27, Board of Review, Ashland City Ordinances to adopt Wisconsin State Statute 70.47, Board of Review Proceedings. The motion passed unanimously by voice vote.

Agenda Item 8: Closed Session

Agenda Item 8A: Closed Session Pursuant to Wis. Stat. 19.85 (1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation." Wal-Mart Real Estate Business Trust Claim for Excessive Assessment for 2018 (City Attorney)

Agenda Item 8B: 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." Nemec Liability Claim (City Attorney)

Agenda item 8C: 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.” Consider retaining outside legal counsel for potential 6th Street West litigation (City Attorney)

Agenda Item 8D: Closed Session pursuant to Wis. Stat. 19.85 (1)(g): “Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation.” Higbee & Associates Claim (City Attorney)

George moved, seconded by Moore to move into closed session. The motion passed unanimously by roll call vote.

Return to Open Session

George moved, seconded by Haas to return to open session. The motion passed unanimously by voice vote.

Agenda Item 8E: Report of Action or Discussion Taken During Closed Session

Council voted 10-1 to approve a settlement agreement with Wal-Mart Real Estate Business Trust. Council voted 9-2 to formally deny a liability claim. Council approved 11-0 to continue to retain outside legal counsel contingent on the Treasurer’s confirmation of Chapter 923. Council approved 11-0 on a settlement agreement with Higbee & Associates.

Agenda Item 9: Adjournment

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

Respectfully Submitted,

Denise Oliphant
City Clerk

COMMITTEE OF THE WHOLE MEETING

Tuesday, May 28, 2019

Ashland City Hall Council Chambers

Page 1

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

ABSENT: None.

ALSO PRESENT: Mayor Debra Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Police Chief Jim Gregoire, Public Works Director John Butler, Parks and Recreation Director Sara Hudson, Planning and Development Director Megan McBride.

Agenda Item 1: Roll Call

Roll call was taken by the Clerk.

Agenda Item 2: Council President's Report

Council President Ullman explained why the item regarding financing options for the new police facility was postponed to the June 11 meeting.

Agenda Item 3: Administrator's Report

Deferred.

Agenda Item 4: Approval of Agenda

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

Agenda Item 5: Discussion Items

Agenda Item 5A: Discussion Regarding Bringing Items to Committee of the Whole (Ullman)

This agenda item described the process by which items can be scheduled for the Committee of the Whole.

A major role of the City Council is in policy formation and revision. Prior to being placed on the City Council agenda, items will typically be vetted by a designated City committee (e.g Public Works, Planning etc) or by the Committee of the Whole. Ordinance 51 details the exceptions to this, which allow the Mayor to place items directly on the Council agenda. **(51.26.b below)**

COMMITTEE OF THE WHOLE MEETING

Tuesday, May 28, 2019

Ashland City Hall Council Chambers

Page 2

The Committee of the Whole serves as a venue for initial discussion or exploration of issues that do not fit with the agenda of a City Committee, or which require additional discussion and work before action at a Council meeting. It is also a place for providing information and facilitating discussion that will inform future policy decisions of the City Council, and provides a way for Councilors to initiate policy proposals.

The Council President is tasked with creating the Committee of the Whole agenda (**51.28.a**), bringing forward items for discussion or action by the committee. Items on the COW Agenda can come from a variety of sources:

1) **City Committees:** Committees may recommend items to the Committee of the Whole. This is especially appropriate for items that are complex or controversial and which are likely to generate significant discussion or revision prior to action by the council. If these items do go directly to the Council, the Council always has the opportunity to postpone action until a future meeting, or send the item back to a committee.

2) **The Mayor or City Staff:** If resolutions or proposals for ordinance or policy changes are generated by the city staff or the mayor, they will come to the Committee of the Whole prior to being brought to the council, unless they fall under the exceptions stated in 51.26.b.

3) **City Council Members (51.10.a2 below):** Members of the council may propose agenda items for the Committee of the Whole to the Council President. Depending on the nature of the agenda item and the timing, the Council President may recommend that councilors work with the City Administrator and staff to either resolve the issue, or bring forward a more detailed policy proposal. Alternatively Council President may add the item to the agenda for discussion in order to gauge the interest of the council in devoting additional effort and staff time to work on the issue. If the council so desires, the matter could be referred to a relevant committee or the City Administrator will work with the sponsor and the city staff to bring a more detailed proposal to a future Committee of the Whole meeting.

4) **Council President:** The Council President may choose to add items to the Committee of the Whole agenda directly, following a similar process as that outlined in #3 above.

Council members were encouraged to read the excerpts from Ordinance 51 below, and bring any questions or concerns to discuss at the meeting.

Relevant Excerpts from Ordinance 51:

51.10. Introduction of Business.

COMMITTEE OF THE WHOLE MEETING

Tuesday, May 28, 2019

Ashland City Hall Council Chambers

Page 3

(a) (1) All items for Council consideration shall be in writing accompanied by such explanatory materials as appropriate, together with the name of the authors presenting the same and shall be delivered to the Clerk. (2) All items for Committee of the Whole consideration shall be prepared as follows: Councilors will create and write an agenda bill using an agenda bill form template which shall be reviewed by the Council President and the Clerk for formatting before adding it to the Committee of the Whole agenda. The Clerk will create a final version of the agenda bill in the appropriate format. If the item is approved by a majority of the Common Council at the Committee of the Whole, the writing of the agenda bill would then be directed to the appropriate Committee or staff member, or to the Councilor if he/she desires to be responsible for writing the agenda bill. The Councilor would receive assistance from the appropriate staff member(s) in the preparation of the agenda bill. The agenda bill would then be placed on a future Committee of the Whole or Council agenda following the guidelines in Ordinance 51.

(b) Except as provided in this section, no business shall be placed on a Council or Committee of the Whole agenda without an identification of its origin. Any proposal denied by the Committee of the Whole, or other Committee, Commission or Board may be re-introduced to the City Council, if the City Council has the statutory power to override the denial.

(c) Before an ordinance or resolution is introduced, a copy shall be filed in the office of the City Clerk by 9:00 a.m. on the Tuesday preceding the meeting at which it is to be introduced. The Council may waive this requirement.

(d) No ordinance or resolution, having once been defeated, may again be introduced in the same or in substantially similar form, sooner than ninety (90) days from the date when such ordinance or resolution was defeated.

(e) Routine housekeeping or emergency measures may be placed on the agenda at the Clerk's discretion without referral to committee.

(f) A committee shall take action on any matter referred to it within a period of 60 days unless this time is extended by vote of the Council or approved by the Mayor.

51.26. Committee of the Whole.

(a) The City Council may meet as a Committee of the Whole following the conclusion of each Regular Council meeting. The President of the Council shall preside over the Committee of the Whole meeting and call the meeting to order. The Committee of the Whole shall consider items proposed for action and make recommendations for following Council agendas. All items must

COMMITTEE OF THE WHOLE MEETING

Tuesday, May 28, 2019

Ashland City Hall Council Chambers

Page 4

receive favorable recommendation by the Committee of the Whole prior to placement on the Council agenda except as provided in subsection (b), below.

(b) The following matters may be placed on a Council agenda without first receiving recommendation from the Committee of the Whole:

(1) Recommendations of the City Attorney relating to accounts and claims.

(2) Recommendations and advice of the City Attorney relating to litigation in which the City is or is going to become involved.

(3) Changes to ordinances and resolutions which may be mandated by state or federal law.

(4) Changes to ordinances and resolutions which may be required by the adoption of the annual City Budget.

(5) Petitions for direct legislation pursuant to the provisions of sec. 9.20, Wis. Stats.

(6) Ordinances and resolutions necessary to implement Public Works projects previously Page 51-9 approved in the annual City Budget.

(7) Changes to ordinances and resolutions which are intended to correct errors, omissions or inconsistencies therein.

(8) Items which require action in a timely manner as declared by the Clerk or Mayor.

51.28. Council and Committee of the Whole Agenda Preparation.

(a) A proposed agenda, together with relevant materials and communications, shall be prepared by the City Clerk and delivered to the Mayor and Council members not later than 3 business days prior to a regular Council or Committee of the Whole meeting. A similar agenda shall be prepared and delivered for special meetings of the Council, time permitting. No item may be acted on by the Council unless it is included in the proposed agenda. The proposed agenda for a Council meeting shall be prepared at the direction of the Mayor. The proposed agenda for a Committee of the Whole meeting shall be prepared at the direction of the Council President. Prior to the time established by this section for the preparation of the agenda, the Mayor and Council President shall confer for the purpose of coordinating the Council and Committee of the Whole agendas, taking into account the nature and number of the items of business to be considered at the meetings, and any other considerations deemed relevant by them.

COMMITTEE OF THE WHOLE MEETING

Tuesday, May 28, 2019

Ashland City Hall Council Chambers

Page 5

(b) The proposed agenda with supporting documentation shall be available at the City Clerk's office for public inspection and copying two business days prior to a regular Council or Committee of the Whole meeting. The agenda and materials for a special Council meeting shall be available as soon as prepared and assembled by the City Clerk.

(c) The City Clerk shall, upon request, make copies of the agenda and accompanying material available for distribution and may make a charge therefor sufficient to recover copy expenses (as provided for in Codification Ordinance 165 - Comprehensive Fee Schedule), provided one copy shall be made available without charge to each recognized news organization serving the City.

(d) Additions to or deletions from the proposed agenda may be made by the City Clerk and by other City officers upon request or approval of the Mayor, until 12:00 noon of the day of the Council or Committee of the Whole meeting. At such time, the City Clerk shall prepare a set of materials, to include materials not previously delivered, for the Mayor and each member of the Council, which shall be available in the Clerk's office until 4:00 p.m. the day of the Council meeting and available at the meeting place of the Council or Committee of the Whole one-half hour prior to the time scheduled for convening the meeting.

51.32. Amending rules. By a recorded vote of two-thirds (2/3) of all the members of the Council, these rules or any part of them may be amended.

Ullman asked Council to review the agenda bill and bring any questions forward. No discussion was held at that time.

Agenda Item 5B: Discuss and Possible Action Regarding a Resolution of Support in Acquiring a Navy Ship to be Anchored to the Ore Dock as a Permanent Tourist Attraction

Council Pufall was working with the Department of the Navy, Tammy Balwin's office, Sean Duffy's office and Janet Bewley's office in acquiring a Naval destroyer to be permanently housed at our ore dock.

The idea behind this ship was to have it officially designated a National Historic Site dedicated to our very own Admiral Leahy who was the most prominent and influential commander during the Franklin Delano Roosevelt Era.

All of these State and Federal agencies agreed that this was a great idea and that one of the first steps is to generate local and regional support. This could be a monumental boon to the tourism industry in the entire upper Midwest as there is nothing like it on Lake Superior.

COMMITTEE OF THE WHOLE MEETING

Tuesday, May 28, 2019

Ashland City Hall Council Chambers

Page 6

Haas moved, seconded by Franek to approve the Resolution. After much discussion, Ullman moved to change the language of the resolution, having the final paragraph read “Therefore be it resolved to support efforts within the community to explore the possibility of...” This motion died due to lack of a second. George offered a friendly amendment to Haas’ motion to change the language of the resolution, having the final paragraph read “Therefore be it resolved that we support pursuing the possibility of housing a destroyer from the United States Department of the Navy at the City of Ashland.” This was accepted by Haas.

The motion to approve the resolution with a change in the language and title passed 10-1 by voice vote; Tochtermann opposed.

Agenda Item 5C: Discussion and Review of Process and Plan for Next Steps for New City of Ashland Police Facility (Ullman)

Based on the discussions at the last Committee of the Whole meeting in March, it appeared that there was broad agreement among current council members that the current state of the Police Department facilities was inadequate and needed to be remedied. Upon reading summary documents and meeting minutes pertaining to discussions about a new police facility, it also appeared that this agreement had been persistent for at least three years.

During discussions about financing the proposed new station on 11th Ave West, a number of questions had surfaced regarding the process by which plans for a new station were developed, especially focused on the site selection. Because only four of the eleven current council members were serving at the time of the initial phases of the planning and the site selection, Ullman felt providing some key documents and information related to this process may help newer members of the council feel prepared to move forward with the next decisions about the project. Ullman gathered relevant information to address some of these questions so that all councilors were aware of the process and a general sense of the discussions that have unfolded leading to the selection of the site and the current plans to construct a new station on 11th Ave W. Rather than including the full text of lengthy documents this packet included excerpts of a number of documents in order to provide common information most relevant to the concerns that have been expressed by councilors (or to councilors by their constituents).

It was Ullman’s hope that through a review of this information, an opportunity to ask additional questions, and open discussion respecting the perspectives expressed by all council members and city staff, Council could work to find agreement about how to move forward and achieve our objectives related to the future of the Ashland Police Station.

Notes on attached document

COMMITTEE OF THE WHOLE MEETING

Tuesday, May 28, 2019

Ashland City Hall Council Chambers

Page 7

A) Excerpts from Original RFP for Planning and Design

On 3/28/17 the Council instructed staff to prepare an RFP for design of a Police Station. The motion carried unanimously by roll call Agenda title: "Direct City Administrator to prepare an RFP to secure an architectural firm to prepare up to 3 options as to how to proceed with development of a sustainable Ashland Police Department Facility located centrally in the City of Ashland" The RFP was issued and pp 3-12 of the RFP are included here. These pages provide a succinct justification of the need for a new station, and articulate the stages of planning and design as well as a process and deliverables. The RFPs were returned in late July and the bid was awarded in September of 2017 to C&S Design.

B) C&S Design's Bid (Approved)

The bid document is about 60 pages long, but these 8 pages outline the design process, which largely follows what is outlined in the RFP.

C) Agenda Bill regarding site selection (1/9/18)

In January 2018 the Council voted 6-2 to approve the 11th Ave W site for construction of a new station, after the unanimous recommendation of the internal planning team. This agenda bill provides some minutes from meetings of the internal planning team, led by C&S Design.

D) PPT Presentation regarding site selection

A representative of C&S Design gave this PPT presentation at the 1/9/18 meeting outlining the pros and cons of 7 different sites. The sites included a mix of new construction and renovation of existing facilities.

(On June 26th 2018 the council approved a conditional use permit for construction of the Police Station on 11th Ave W, by a vote of 9-1, according to the meeting minutes from that meeting.)

E) Excerpt from Architectural Drawings

On or near December 21st, 2018 the council was provided with the architectural drawings of the new station, as well as budget estimates for construction and operations. A few key drawings are included here for reference.

F) Police Station Budget Estimates

COMMITTEE OF THE WHOLE MEETING

Tuesday, May 28, 2019

Ashland City Hall Council Chambers

Page 8

These estimates related to construction and annual operational costs were provided to the council on or near December 21st, 2018 after a request at the 12/11/18 meeting.

G) Comparison of Financing Options

On January 8th the Finance Director presented this draft summary as part of a discussion of financing options. This compares the terms of four different possible loans.

After much discussion ensued, and the meeting was nearing the three-hour time limit, Tochtermann moved, seconded by George to extend the meeting in order to finish discussion of this item up to fifteen minutes. The motion passed 6-5 by show of hands. Ullman requested to recognize Gregoire to speak to Council. This motion passed unanimously by voice vote.

Ullman indicated that the council would move on to discuss the financing of the planned station on 11th Ave. West at the next COW meeting unless there was a motion to proceed in a different manner. No motions were offered regarding further review of the site selection or design, so the City Administrator agreed to bring forward an agenda item with financing options at the June 11th meeting.

Agenda Item 6: Adjournment

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

Respectfully submitted,

Denise Oliphant
City Clerk

ASHLAND CITY COUNCIL RETREAT MEETING
Friday, May 31, 2019, 4:00 P.M.
Cobblestone Hotel Meeting Room, Ashland, WI
Page 1

PRESENT: Matthew MacKenzie, Sarah Jackson, Kate Ullman, Ana Tochtermann (arrived 7:00), Kevin Haas, Wahsayah Whitebird, Elizabeth Franek, Charles Ortman, Dick Pufall, Jackie Moore.

ABSENT: Holly George (excused), Dave Wegener (excused), Sarah Adams (excused)

ALSO PRESENT: Mayor Debra Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, Public Works Director John Butler, Human Resources Director Jennifer Boulley, Police Chief Jim Gregoire, Finance Director Julie Vaillancourt, Planning and Development Director Megan McBride, Parks and Recreation Director Sara Hudson, Airport Manager Bill Moore, Marina Manager Scott Stegmann.

1) **WELCOME** by Mayor Lewis

- a) Introduction of Brad Gingras, Superior Strategies, LLC

2) **RETREAT GOALS AND PURPOSE**

3) **RETREAT STRUCTURE AND EXPECTATIONS**

- a) Engagement
- b) Respect
- c) Professionalism
- d) Unity
- e) Solutions
- f) Differences

4) **REVIEW AND UPDATE TO THE CITY OF ASHLAND'S STRATEGIC PLAN:** Progress of the 2016-2020 Plan

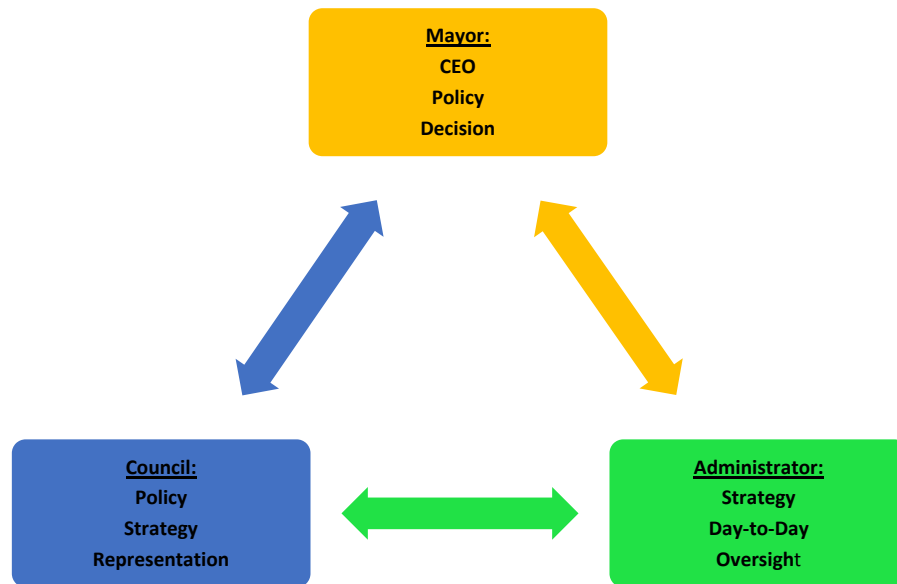
- a) Structural Assessment:
 - i) PD Facility
 - ii) Safety assessment
 - iii) 25x25 Plan renewal
- b) Housing Infrastructure
 - i) Property maintenance improvements
 - ii) Increased applications with the Housing Authority
 - iii) CDBG grants, increased frequency of landlord symposiums'
 - iv) Meetings with the Regional Housing Development
 - v) Increased housing improvements.
- c) Sustain Infrastructure Plan

ASHLAND CITY COUNCIL RETREAT MEETING
Friday, May 31, 2019, 4:00 P.M.
Cobblestone Hotel Meeting Room, Ashland, WI
Page 2

- i) Ongoing diagnosing and repairs
- d) Economic Development and Marketing
- i) Economic plan completed in 2018

CITY COUNCIL STRUCTURE & CHAIN OF COMMAND:

Communication – Trust - Respect



5) GROUP DISCUSSION & REPORTING

- a) The Value I bring to this group and the City is...
- b) What are the barriers/procedures that prevent us/you from being productive in my role
- c) One strategy to help you improve in your role
- d) Big Picture: What is at least one way to be part of a solution to help the City of Ashland
- e) Councilors: I can support the department heads and administration by...
- f) Dept Heads/Administration: Expectations of Council
- g) Ten years from now, Ashland will be known for...

6) YOUR LEGACY

- a) What do you want to be known for as your legacy

7) CLOSING & ADJOURNMENT

City of Ashland
Board of Review
Tuesday, June 4, 2019, 10:00 a.m.
Ashland City Hall Council Chambers
601 Main Street West, Ashland, WI 54806

Call to Order

The Board of Review meeting was called to order by the Clerk at 10:00 a.m.

Roll Call

Roll call was taken by the Clerk. Present: Jeff Beirl (10:05), Ryan Long, Ed Monroe, Pat Nemec. Also present were City Clerk Denise Oliphant and Assessor Walt Hughes.

CONFIRMATION OF APPROPRIATE BOARD OF REVIEW AND OPEN MEETING NOTICES

Public notice was posted at the Vaughn Public Library, Ashland County Court House, and within City Hall, and on the door of City Hall, and published in the Daily Press on April 20 and April 27, 2019.

ELECTION OF CHAIRPERSON AND VICE-CHAIRPERSON

Long moved, seconded by Nemec to nominate Monroe as Board Chairman. The motion passed 2-1 by voice vote.

VERIFICATION OF PROCEDURES

The Clerk verified the approval by Council to adopt WI State Statute 70.47, Board of Review Procedures. Long met the mandatory training requirements.

ASSESSMENT ROLL

The Clerk swore in Walt Hughes as Assessor for the City of Ashland and affidavit was signed for the poll book for Ashland and Bayfield Counties. The Board received the assessment roll.

REVIEW THE ASSESSMENT ROLL

The Board reviewed the 2018 Roll books. Hughes reported to the Board of changes and objections made before the Board of Review and/or at Open Book.

DISCUSSION AND/OR ACTION

No action was necessary to correct the assessment roll.

APPROVAL OF THE 2019 ASSESSMENT ROLL

Beirl moved, seconded by Long to approve the 2019 Assessment Roll. The motion passed unanimously by voice vote.

Beirl moved, seconded by Nemec to recess until an objection is presented to the Board or 12:00 p.m. The motion passed unanimously by roll call vote.

OBJECTIONS

There were no objection brought before the Board.

RETURN TO REGULAR SESSION

Monroe motioned to return to regular session at 12:00. The motion passed unanimously by voice vote.

ADJOURNMENT

At 12:00 p.m., Nemec moved, seconded by Long to adjourn. The motion carried unanimously by voice vote.

Respectfully submitted,

Denise Oliphant,

City Clerk

SUBJECT: Approve Greta A. Oliphant as New Agent for the Alcohol Beverage License Application for Compass Group USA, Inc. at 1411 Ellis Avenue, Ashland

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Police Chief

EXHIBITS:

1. Auxiliary Questionnaire (2)
2. Schedule for Successor of Agent (2)

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

Greta A. Oliphant has applied as new Agent for the Alcohol Beverage License application for Compass Group USA, Inc., 1411 Ellis Avenue. The Police Chief reviewed and approved her application.

It is recommended to approve Greta Oliphant as Agent for Compass Group USA, Inc.

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Oliphant		Greta		Ann	
Home Address (street/route)		Post Office	City	State	Zip Code
59280 S. Werden Ave.		P.O. Box 32	Mason	WI	54856
Home Phone Number		Age	Date of Birth	Place of Birth	
715-765-4174				Washburn, WI	

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

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

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 39 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
Pla-Mor Bar & Restaurant	Lake Namekagon, Cable, WI 54821	Oct. 1998	Oct. 2012
Telemark Resort	Telemark Rd., Cable, WI 54821	May 2001	May 2010

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

Greta Oliphant
(Signature of Named Individual)

Schedule for Successor of Agent

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

ASHLAND

(Municipality)

Wisconsin May 15 20 19

(Date)

1. Name of agent Greta Ann Oliphant

Yes No

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

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

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

Greta Oliphant

(Signature of Agent)

59280 S. Wenden Ave., PO Box 32, Mason, WI 54856

(Address)

SUCCESSOR AGENT

The undersigned appoints Greta Ann Oliphant as agent in accordance with sec. 125.04(6), Wis. Stats.

Name of Permittee COMPASS GROUP USA, INC.

Date May 15 20 19

By

Jennifer McConnell

(Signature of Officer / Member)

Jennifer McConnell EVP - Genl Cnsl - Sctr

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

Date May 15 20 19

Greta Oliphant

(Signature of Agent)

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

Ashland

(Municipality)

WI 5-29 20 19

(Date)

Chris For

(Signature of Official)

Chris For

(Title)

SUBJECT: Operators' Licenses

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Police Department

EXHIBITS:

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

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

Alicia M. Aabye
William A. Brandis
Jordan N. Chingo
Sarah E. Jackson
Randall F. Kick
Shelly M. King
Axel W.J. Peterman
Christopher P. Sustek
Maya A. Wenner
Sascha C. Yates
Gloria J. Foris
Dana S. Tolliver

SUBJECT: Approve to Amend Chapter 544 (1026), Reserved Parking, Vehicular Stopping and Parking, Ashland City Ordinances, to include a Designated Disabled Parking Space on the South Side of the 700 Block of Main Street West from Chequamegon Food Cooperative as Approved by Council on May 28, 2019 (*Voice*)

RECOMMENDATION: Approve

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Council approved 10-1 on May 28, 2019

EXHIBITS: 1. Proposed Ordinance

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

On May 28, 2019, Council unanimously approved a request from the Chequamegon Food Cooperative at 700 Main Street West, to install a new disabled parking space along the south side of the 700 Block of Main Street West, east of the parking lot entrance and immediately in front of their Main Street entrance.

Being a public parking space, an amendment to Chapter 544.22, Reserved Parking Places, Ashland City Ordinances is required to be approved by Council.

ORDINANCE TO AMEND CHAPTER 544 (1026), ASHLAND CITY ORDINANCES, VEHICULAR STOPPING AND PARKING

An ordinance adopted by the Common Council for the City of Ashland at its regular meeting of June 11, 2019, for the purpose of adding Section 544.22 (ff) of Chapter 544, Ashland City Ordinances, Vehicular Stopping and Parking, Reserved Parking Places.

SECTION I:

The following shall be added to Section 544.22, Reserved Parking Spaces:

(ff) The first space east of the driveway on the south side of the 700 Block of Main Street West.

SECTION II:

This ordinance shall take effect upon passage and publication.

Councilperson

PASSED: June 11, 2019
PUBLISHED:

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approve Resolution in Support of Housing a Naval Destroyer at the City of Ashland (*Voice*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Council Member

CLEARANCES: *Approved 10-1 by Council with recommendation for amendments, May 28, 2019*

EXHIBITS: 1. Proposed Resolution

EXPENDITURES REQUIRED:

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

At the May 28, 2019 City Council Meeting, Council approved to move forward with a resolution Councilor Pufall brought forward in effort to begin the process of bringing a naval destroyer to the City of Ashland as a potential tourist attraction.

Mr. Pufall brought this idea to other State leaders including Tammy Baldwin, Sean Duffy, and Janet Bewley, as well as the Ashland County Board and the Ashland Chamber of Commerce, all with great support.

Amendments to the original resolution included language to make the intention more vague.

RESOLUTION OF SUPPORT IN HOUSING A NAVAL DESTROYER AT THE CITY OF ASHLAND

WHEREAS, Ashland was home to one of the most prominent and influential naval commanders in our nation's history, Admiral William Leahy; and

WHEREAS, proper homage could finally be paid to Admiral Leahy if we acquire a ship and have it designated a National Historical Monument in his name; and,

WHEREAS, our entire region, including northern Minnesota's, Wisconsin's and Michigan's tourism industries would be enormously impacted by acquiring this vessel.

NOW, THEREFORE, BE IT RESOLVED that we support pursuing the possibility of housing a destroyer from the United States Department of the Navy at the City of Ashland.

PASSED: June 11, 2019

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

SUBJECT: Approve to Purchase a Lawn Tractor from Northland Lawn, Sport & Equipment, and an Aviation Radio from Marv Golden Pro-Forma for the JFK Memorial Airport (*Roll*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Airport

CLEARANCES: Airport Commission, Airport Manager

EXHIBITS:

1. Resolution 17452 with Agency Agreement with WIDOT-BOA
2. John Deere 1550 Specs
3. Picture of John Deere 1550 Mower
4. Toro 3280-D Specs
5. Kubota F2690 Specs
6. Letter from City Attorney
7. Invoice - Marv Golden Pro-Forma

EXPENDITURES REQUIRED: \$21,120.00 Mower
\$ 1,233.74 Radio
\$22,353.74

AMOUNT BUDGETED: \$ 0

APPROPRIATION REQUIRED: \$ 4,470.74 Fund 610 - Airport

TREASURER'S CERTIFICATE: The Treasurer's office has certified that Northland Lawn, Sport & Equipment, and Marv Golden Pro-Forma, Inc. are in compliance with Chapter 923, Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The Airport Manager gained approval by the Airport Commission in December 2018 to obtain a new zero-turn riding lawn mower for maintenance of the airport grounds. In July 2018, Council approved a resolution to seek assistance through the Wisconsin Department of Transportation through a Federal Block Grant.

As required, three quotes were requested from the local dealers and reviewed by the Airport Commission in April 2019, and the lowest bid was approved. The City Attorney submitted a letter to verify that all procurement ordinances and regulations were followed according to the requirements of the State of Wisconsin Department of Transportation BOA and the City of Ashland, and has been approved by the BOA authorities.

The Airport Manager has the option of purchasing the mower prior to receiving funding and then get reimbursed by the BOA, or wait for funding from the BOA to reach the retailer and ask the Airport to pay the balance, before obtaining the mower. The preferred choice is the later option.

In order to remain in contact while mowing, it would be beneficial to also obtain an aviation radio through the same granting. The BOA agreed to finance 80% of this purchase as well. As the purchase price for the radio was well below what is required by ordinance to obtain bids for, the Airport Manager determined to purchase this item through a very reputable and reliable company that he has worked with in the past.

The Airport Manager is recommending Council approve the JFK Memorial Airport acquire a John Deere 1550 lawn tractor and mower from Northland Lawn, Sport & Equipment for the amount of \$21,120, and an Aviation Radio from Marv Golden Pro-Forma for \$1,233.74, for a total of \$22,353.74 of which \$4,470.74 is the Airport's responsibility.

RESOLUTION

No. 17452

RESOLUTION PETITIONING THE SECRETARY OF TRANSPORTATION FOR AIRPORT IMPROVEMENT AID BY THE COMMON COUNCIL OF THE CITY OF ASHLAND, ASHLAND AND BAYFIELD COUNTY, WISCONSIN

WHEREAS, the City of Ashland, Ashland and Bayfield County, Wisconsin, Wisconsin hereinafter referred to as the Sponsor, being a municipal body corporate of the State of Wisconsin, is authorized by Wis. Stat. §114.11, to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport; and

WHEREAS, the Sponsor desires to develop or improve the John F. Kennedy Memorial Airport, Ashland County, Wisconsin,

"PETITION FOR AIRPORT PROJECT"

WHEREAS, the foregoing proposal for airport improvements has been referred to the City Plan Commission for its consideration and report prior to council action as required by Wis. Stat. §62.23(5); and

WHEREAS, airport users have been consulted in formulation of the improvements included in this resolution; and

WHEREAS, a public hearing was held prior to the adoption of this petition in accordance with Wis. Stat. §114.33(2) as amended, and a transcript of the hearing is transmitted with this petition; and

THEREFORE, BE IT RESOLVED, by the Sponsor that a petition for federal and (or) state aid in the following form is hereby approved:

The petitioner, desiring to sponsor an airport development project with federal and state aid or state aid only, in accordance with the applicable state and federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a general aviation type airport as defined by the Federal Aviation Administration.
2. The character, extent, and kind of improvements desired under the project are as follows:
Resurface/Reconstruct crosswind Runway 13/31, including lighting;
Resurface/Reconstruct Runway 2/20, including lighting; Install Precision Approach Path Indicators (PAPI) Runway 13/31; Convert PAPI Runway 2/20 to LED; Rehabilitate & Widen entrance road; Reconstruct Taxiways; Reconstruct ramp; Crack fill and sealcoat airport pavements; Land acquisition in runway approaches; Land acquisition for entrance road widening; Clear runway approaches; Construct or Purchase snow removal equipment storage building, including drainage improvements; Replace fuel system, including containment; Airfield Drainage improvements; Purchase mowing equipment; Purchase snow removal equipment; Conduct wildlife site visit update; Rehabilitate/Expand/Construct/Purchase terminal building; Update Airport Layout Plan,

including bringing Exhibit A Property Map to standards; Reimburse Development of Airport Overlay Land Use Ordinance; and any necessary related work.

3. That the airport project, which your petitioner desires to sponsor, is necessary for the following reasons: to meet the existing and future needs of the airport.

WHEREAS, it is recognized that the improvements petitioned for as listed will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described above which are to be paid by the Sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned to the sponsor by the Secretary; the Sponsor will make available any additional monies that may be found necessary, upon request of the Secretary, to complete the project as described above; the Secretary shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the sponsor does not provide the same; in the event the sponsor unilaterally terminates the project, all reasonable federal and state expenditures related to the project shall be paid by the sponsor; and

WHEREAS, the Sponsor is required by Wis. Stat. §114.32(5) to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the Federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes.

"DESIGNATION OF SECRETARY OF TRANSPORTATION AS SPONSOR'S AGENT"

THEREFORE, BE IT RESOLVED, by the Sponsor that the Secretary is hereby designated as its agent and is requested to agree to act as such, in matters relating to the airport development project described above, and is hereby authorized as its agent to make all arrangements for the development and final acceptance of the completed project whether by contract, agreement, force account or otherwise; and particularly, to accept, receive, receipt for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport; and, to acquire property or interests in property by purchase, gift, lease, or eminent domain under Wis. Stat. §32.02; and, to supervise the work of any engineer, appraiser, negotiator, contractor or other person employed by the Secretary; and, to execute any assurances or other documents required or requested by any agency of the federal government and to comply with all federal and state laws, rules, and regulations relating to airport development projects.

FURTHER, the Sponsor requests that the Secretary provide, per Wis. Stat. §114.33(8)(a), that the Sponsor may acquire certain parts of the required land or interests in land that the Secretary shall find necessary to complete the aforesaid project.

"AIRPORT OWNER ASSURANCES"

AND BE IT FURTHER RESOLVED that the Sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Wis. Admin. Code Trans §55, or in accordance with Sponsor assurances enumerated in a federal grant agreement.

AND BE IT FURTHER RESOLVED that the Mayor and City Clerk be authorized to sign and execute the Agency Agreement and Federal Block Grant Owner Assurances authorized by this Resolution.

PASSED: July 31, 2018

ATTEST: Denise Oliphant
Denise Oliphant, City Clerk

[Signature]
Councilperson

Debra S. Lewis
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

[Signature]
Tyler W. Wickman, City Attorney

CERTIFICATION

I, Denise Oliphant, Clerk of the City of Ashland, Wisconsin, do hereby certify that the foregoing is a true and correct copy of the *Resolution Petitioning the Secretary of Transportation for Airport Improvement Aid by the Common Council of the City of Ashland*. The Resolution was introduced at a regular meeting of the Council on July 31, 2018, adopted by a majority vote, and recorded in the minutes of said meeting.

Denise Oliphant
Denise Oliphant, City Clerk

**AGENCY AGREEMENT AND
FEDERAL BLOCK GRANT OWNER ASSURANCES**

**Department of Transportation
Bureau of Aeronautics
Madison, Wisconsin**

WHEREAS, the City of Ashland, Ashland County, Wisconsin, hereinafter referred to as the Sponsor, desires to sponsor an airport development project to be constructed with federal aid and/or state aid, specifically, the John F Kennedy Memorial Airport project to:

Resurface/Reconstruct crosswind Runway 13/31, including lighting; Resurface/Reconstruct Runway 2/20, including lighting & Runway End Identifier Lights (REILs); Install Precision Approach Path Indicators (PAPI) Runway 13/31; Convert PAPI Runway 2/20 to LED; Rehabilitate & Widen entrance road; Reconstruct Taxiways; Reconstruct ramp; Crack fill and sealcoat airport pavements; Land acquisition in runway approaches; Land acquisition for entrance road widening; Clear runway approaches; Construct or Purchase snow removal equipment storage building, including drainage improvements; Replace fuel system, including containment; Airfield Drainage improvements; Purchase mowing equipment; Purchase snow removal equipment; Conduct wildlife site visit update; Rehabilitate/Expand/Construct/Purchase terminal building; Update Airport Layout Plan, including bringing Exhibit A Property Map to standards; Reimburse Development of Airport Overlay Land Use Ordinance; and any necessary related work.

WHEREAS, the Sponsor adopted a Resolution on July 31, 2018, a copy of which is attached, and the prescribed terms and conditions of which are fully incorporated into this agreement, designating the Secretary as its agent and requesting the Secretary to act as such as set forth in the resolution, and agreeing to maintain and operate the airport in accordance with certain conditions; and

AGENCY AGREEMENT

WHEREAS, upon such request, the Secretary is authorized by law to act as agent for the Sponsor until financial closing of this project.

NOW THEREFORE, the Sponsor and the Secretary do mutually agree that the Secretary shall act as the Sponsor's agent in the matter of the airport development as provided by law and as set forth in the referenced resolution; provided, however, that the Secretary is not required to provide legal services to the Sponsor.

SECRETARY OF TRANSPORTATION

David M. Greene, Director
Bureau of Aeronautics

(Date)

FEDERAL BLOCK GRANT OWNER ASSURANCES.....

WHEREAS, the Sponsor does agree to the conditions established in Wis. Admin. Code Trans §55, and for projects receiving federal aid, to the attached federal sponsor assurances, which are a condition of a federal grant of funds.

The federal block grant owner assurances shall remain in full force and effect throughout the useful life of the facilities developed under this project, but in any event not to exceed twenty (20) years from the date of the Finding (except for land projects, which shall run in perpetuity);

Acceptance: The Sponsor does hereby accept the Agency Agreement and the Federal Block Grant Owner Assurances.

Sponsor: The City of Ashland, Ashland County, Wisconsin

Debra S. Lewis
Debra S. Lewis

Mayor 7/31/18
Date

Denise Oliphant
Denise Oliphant

City Clerk 7-31-18
Date

Barbara Clement
Comptroller
8/1/18

RESOLUTION

Resolution No. R09-2018-1296

RESOLUTION PETITIONING THE SECRETARY OF TRANSPORTATION FOR AIRPORT IMPROVEMENT AID BY COUNTY BOARD OF ASHLAND COUNTY, WISCONSIN

WHEREAS, Ashland County, Wisconsin, Wisconsin hereinafter referred to as the sponsor, being a municipal body corporate of the State of Wisconsin, is authorized by Wisconsin Statute §114.11, to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport; and

WHEREAS, the sponsor desires to develop or improve the John F. Kennedy Memorial Airport, Ashland County, Wisconsin,

"PETITION FOR AIRPORT PROJECT"

WHEREAS, airport users have been consulted in formulation of the improvements included in this resolution; and

WHEREAS, a public hearing was held prior to the adoption of this petition in accordance with Wisconsin Statute §114.33(2) as amended, and a transcript of the hearing is transmitted with this petition; and

THEREFORE, BE IT RESOLVED, by the sponsor that a petition for federal and (or) state aid in the following form is hereby approved:

The petitioner, desiring to sponsor an airport development project with federal and state aid or state aid only, in accordance with the applicable state and federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a general aviation type airport as defined by the Federal Aviation Administration.
2. The character, extent, and kind of improvements desired under the project are as follows:
 - Resurface/Reconstruct crosswind Runway 13/31, including lighting;
 - Resurface/Reconstruct Runway 2/20, including lighting; Install Precision Approach Path Indicators (PAPI) Runway 13; Convert PAPI Runway 20 to LED;
 - Rehabilitate & Widen entrance road; Reconstruct Taxiways; Reconstruct ramp;
 - Crack fill and sealcoat airport pavements; Land acquisition in runway approaches; Land acquisition for entrance road widening; Clear runway approaches; Construct or Purchase snow removal equipment storage building, including drainage improvements; Replace fuel system, including containment;
 - Airfield Drainage improvements; Purchase mowing equipment; Purchase snow removal equipment; Conduct wildlife site visit update;
 - Rehabilitate/Expand/Construct/Purchase terminal building; Update Airport Layout Plan, including bringing Exhibit A Property Map to standards; Reimburse Development of Airport Overlay Land Use Ordinance; and any necessary related work.
3. That the airport project, which your petitioner desires to sponsor, is necessary for the following reasons: to meet the existing and future needs of the airport.

WHEREAS, it is recognized that the improvements petitioned for as listed will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described above which are to be paid by the sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned to the sponsor by the Secretary; the sponsor will make available any additional monies that may be found necessary, upon request of the Secretary, to complete the project as described above; the Secretary shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the sponsor does not provide the same; in the event the sponsor unilaterally terminates the project, all reasonable federal and state expenditures related to the project shall be paid by the sponsor; and

WHEREAS, the sponsor is required by Wisconsin Statute §114.32(5) to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the Federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes.

"DESIGNATION OF SECRETARY OF TRANSPORTATION AS SPONSOR'S AGENT"

THEREFORE, BE IT RESOLVED, by the sponsor that the Secretary is hereby designated as its agent and is requested to agree to act as such, in matters relating to the airport development project described above, and is hereby authorized as its agent to make all arrangements for the development and final acceptance of the completed project whether by contract, agreement, force account or otherwise; and particularly, to accept, receive, receipt for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport; and, to acquire property or interests in property by purchase, gift, lease, or eminent domain under Wisconsin Statute §32.02; and, to supervise the work of any engineer, appraiser, negotiator, contractor or other person employed by the Secretary; and, to execute any assurances or other documents required or requested by any agency of the federal government and to comply with all federal and state laws, rules, and regulations relating to airport development projects.

FURTHER, the sponsor requests that the Secretary provide, per Wisconsin Statute §114.33(8)(a), that the sponsor may acquire certain parts of the required land or interests in land that the Secretary shall find necessary to complete the aforesaid project.

"AIRPORT OWNER ASSURANCES"

AND BE IT FURTHER RESOLVED that the sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Wisconsin Admin. Code Trans §55, or in accordance with sponsor assurances enumerated in a federal grant agreement.

AND BE IT FURTHER RESOLVED that the Chairperson and County Clerk be authorized to sign and execute the agency agreement and federal block grant owner assurances authorized by this resolution.

RESOLUTION INTRODUCED BY: AIRPORT COMMISSION

Dated at the City of Ashland this 20th day of September, 2018.

Signed:

Pat R
Sam Amos
Kathy L. Schutte
Carl Kuhly
Mark J. Jones
W. McMillan
Ker W
William K. Metzger
Bob Henschel
Jack Puffall
John L. Wiers

Ellen Torgul
Yves Chen
George M. M.
Patrick D.
Joe M. Rose
De R.
Doug K.
Lop J.
Clayton Campbell
W. J.

CERTIFICATION

I hereby certify that the foregoing resolution is a true, correct, and complete copy of a resolution duly and regularly passed by the Ashland County Board of Supervisors of the County of Ashland on the 20 day of September, 2018, and that said resolution has not been repealed or amended, and is now in full force and effect.

Dated this 21 day of September 2018.

Heather W. Schutte
Heather W. Schutte, Ashland County Clerk

AGENCY AGREEMENT AND FEDERAL BLOCK GRANT OWNER ASSURANCES

Department of Transportation
Bureau of Aeronautics
Madison, Wisconsin

WHEREAS, Ashland County, Wisconsin, hereinafter referred to as the sponsor, desires to sponsor an airport development project to be constructed with federal aid and/or state aid, specifically, the John F Kennedy Memorial Airport project to:

Resurface/Reconstruct crosswind Runway 13/31, including lighting; Resurface/Reconstruct Runway 2/20, including lighting; Install Precision Approach Path Indicators (PAPI) Runway 13; Convert PAPI Runway 20 to LED; Rehabilitate & Widen entrance road; Reconstruct Taxiways; Reconstruct ramp; Crack fill and sealcoat airport pavements; Land acquisition in runway approaches; Land acquisition for entrance road widening; Clear runway approaches; Construct or Purchase snow removal equipment storage building, including drainage improvements; Replace fuel system, including containment; Airfield Drainage improvements; Purchase mowing equipment; Purchase snow removal equipment; Conduct wildlife site visit update; Rehabilitate/Expand/Construct/Purchase terminal building; Update Airport Layout Plan, including bringing Exhibit A Property Map to standards; Reimburse Development of Airport Overlay Land Use Ordinance; and any necessary related work.

WHEREAS, the sponsor adopted a resolution on September 20, 2018, a copy of which is attached and the prescribed terms and conditions of which are fully incorporated into this agreement, designating the Secretary as its agent and requesting the Secretary to act as such as set forth in the resolution, and agreeing to maintain and operate the airport in accordance with certain conditions; and

AGENCY AGREEMENT

WHEREAS, upon such request, the Secretary is authorized by law to act as agent for the sponsor until financial closing of this project;

NOW THEREFORE, the sponsor and the Secretary do mutually agree that the Secretary shall act as the sponsor's agent in the matter of the airport development as provided by law and as set forth in the referenced resolution; provided, however, that the Secretary is not required to provide legal services to the sponsor.

By: SECRETARY OF TRANSPORTATION

David M. Greene, Director
Bureau of Aeronautics

(Date)

FEDERAL BLOCK GRANT OWNER ASSURANCES

WHEREAS, the sponsor does agree to the conditions established in Wisconsin Admin. Code Trans §55, and for projects receiving federal aid, to the attached federal sponsor assurances, which are a condition of a federal grant of funds.

The federal block grant owner assurances shall remain in full force and effect throughout the useful life of the facilities developed under this project, but in any event not to exceed twenty (20) years from the date of the finding (except for land projects, which shall run in perpetuity);

Acceptance: The sponsor does hereby accept the agency agreement and the federal block grant owner assurances.
Sponsor: Ashland County, Wisconsin

Name
Robert B. Brown
Ashland County Board Chairman
Title
September 26, 2018
Date

Name
Heather D. Schutte
Ashland County Clerk
Title
September 27, 2018
Date

Resurface/Reconstruct crosswind Runway 13/31, including lighting; Resurface/Reconstruct Runway 2/20, including lighting; Install Precision Approach Path Indicators (PAPI) Runway 13; Convert PAPI Runway 20 to LED; Rehabilitate & Widen entrance road; Reconstruct Taxiways; Reconstruct ramp; Crack fill and sealcoat airport pavements; Land acquisition in runway approaches; Land acquisition for entrance road widening; Clear runway approaches; Construct or Purchase snow removal equipment storage building, including drainage improvements; Replace fuel system, including containment; Airfield Drainage improvements; Purchase mowing equipment; Purchase snow removal equipment; Conduct wildlife site visit update; Rehabilitate/Expand/Construct/Purchase terminal building; Update Airport Layout Plan, including bringing Exhibit A Property Map to standards; Reimburse Development of Airport Overlay Land Use Ordinance; and any necessary related work.

Notice is hereby given that the City/County of Ashland will hold a public hearing at 4:30 p.m. on July 19, 2018 in the JFK Memorial Airport Terminal Conference Room.

All interested persons are notified and invited to attend and present their views on the need for the proposed airport development. Parking for people with disabilities and an accessible entrance are available in front of the terminal. Please contact the Airport manager (715-682-7070) 3 days in advance of the hearing to make specific accessibility requests.

**NOTICE OF PUBLIC HEARING
IN THE MATTER OF STATE
AND FEDERAL AID
FOR THE IMPROVEMENTS AT
JFK Memorial Airport
50511 State Highway 112
Ashland, WI 54806**

The City and County of Ashland are considering petitioning the State of Wisconsin, Department of Transportation, for state and federal aid to undertake development at the JFK Memorial Airport. The character, extent, and kind of improvements desired under the project are as follows:

John A. Sill
Airport Manager
For the Airport Commission

7/9/18
WNAXLP

Printers Affidavit of Publication

(State of Wisconsin)

vs.

(County of Ashland)

Karen Petras, being duly sworn, on oath, says that she is the Legal Notice Representative of the daily newspaper known as **The Daily Press** and published at Ashland, WI in Ashland County and the State of Wisconsin, says that the annexed printed copy of:

Public Hearing

Which forms part of this affidavit, was published in the said newspaper on the following dates:

7/7 7/9

And further, that the said printed notice so annexed was taken from the said The Ashland Daily Press, the newspaper in which the same was published.

By: Karen Petras
Karen Petras

Title: Legal Notice Representative

Subscribed and sworn to before me on this 5
of July, 2018 AD

Karen A. Petras

Notary Public

My term expires on : February 3, 2019

FEES:

1 Inset of 103 lines @ .7096 = \$ 73.09

2 Inset of _____ lines @ .5605 = \$

Add Affidavit Fee = \$1.00

Total = \$ 74.09



WISCONSIN LLC

Ashland Daily Press, 715-682-2313
 North County Sun, 906-932-3530
 Price County Review, 715-339-3036
 Rice Lake Chronotype, 715-234-2121
 Sawyer County Record, 715-634-4881
 Spooner Advocate, 715-635-2181
 Leader Printing, 715-833-7424

ADVERTISING STATEMENT/INVOICE

M 1

1. Billing Period 07/2018		2. Advertiser/Client Name JFK MEMORIAL AIRPORT	
23. Total Amount Due 74.09		3. Terms of Payment	
21. Current Net Amount Due 74.09		22. 30 Days .00	
		60 Days .00	
		Over 90 Days .00	
4. Page Number 1	5. Billing Date 07/31/18	6. Billed Account Number 2001055	7. Advertiser/Client Number 2001055

8. Billed Account Name and Address JFK MEMORIAL AIRPORT JOHN SILL 50511 STATE HWY 112 ASHLAND WI 54806	9. Remittance Address REMIT PAYMENT TO: APG Media of WI, LLC Regional Accounting Office PO Box 410 Ashland, WI 54806
--	---

Please Return Upper Portion With Payment

10. Date	11. Reference	12 13 14. Description-Other Comments/Charges	15. SAU Size 16. Billed Units	17. Times Run 18. Rate	19. Gross Amount	20. Net Amount
07/09/18	189373 LGL	FEDERAL AID HEARING 7/9 NO CHARGE ADP	1.0X	2 0.00	74.09	74.09

Statement of Account - Aging of Past Due Amounts

Due date: 08/25/18

21. Current Net Amount Due	22. 30 Days	60 Days	Over 90 Days	*Unapplied Amount	23. Total Amount Due
74.09	0.00	0.00	0.00		74.09

24. Invoice Number 07182001055	25. Billing Period 07/2018	* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE	
Advertiser Information		Advertiser Information	
6. Billed Account Number 2001055	7. Advertiser/Client Number 2001055	2. Advertiser/Client Name JFK MEMORIAL AIRPORT	

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

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

Absent:

Excused:

Also Present: John Sill, Airport Manager; Bill Moore, Cary Bouchard, Harley Hagstrom, Mr. Halvorson, Mick Scribner, Bill Krcma.

AGENDA ITEM 1: Roll Call

AGENDA ITEM 2: APPROVAL OF MINUTES (June 28, 2018).

A motion was made by Bouchard, seconded by Korpela, to approve the June 28, 2018 minutes. The motion passed unanimously.

AGENDA ITEM 3: CITIZEN PARTICIPATION PERIOD

None.

AGENDA ITEM 4: COMMISSION ITEMS

→ Public Hearing/Petition

A motion was made by Teague, seconded by Coffey, to move into the public hearing. The motion passed unanimously.

Airport Manager Sill outlined the process that the petition for the future airport projects needs for approval.

The commission then took public comments. The first to speak was Mick Scribner who wondered why the airport never asked for a project to reduce airport noise. Scribner wondered why the commission does not do anything about that issue. Sill responded that in the 9 years that he has worked there he has not had any complaints about noise. Scribner then inquired about the acquisition of land for the end of the runways; are they trying to purchase land? Sill responded that this item has always been listed on the project list. An ILS is displayed on the Ultimate Airport Layout Plan (ALP). If the opportunity presented itself and money was available, more land would need to be purchased more to make the ILS. However, Sill does not see the runway getting any longer in the foreseeable future. Orensten explained that the airport project plan has things on it that are a wish list and may or may not happen, but they are not necessarily a priority. Scribner asked if the planes that go over his house have to be in a certain flight pattern. Scribner went on to state that he had an incident with a plane flying low over his property and reported it to the sheriff's office. Commissioner's stated that was the proper thing to do.

A motion was made by Coffey, seconded by Bouchard, to accept the petition to update the airport layover plan. The motion passed unanimously.

A motion was made by Teague, seconded by Korpela, to close the public hearing. The motion passed unanimously.

→ Eastern Aviation Fuels Discussion

Sill stated that the airport had the quality assurance inspection in order to switch the credit card machine over to Eastern Aviation (Shell Oil). Sill and Coffey thought a lot of what was brought up was nitpicking. Sill discussed these issues with the Eastern Aviation rep and Coffey also inquired at other airports that had made the switch to Eastern Aviation as to how comfortable they felt about the switch. After gathering more information Sill and Coffey felt reassured that it was fine to continue with Eastern Aviation as fuel supplier.

→ Hangar Lease Discussion

Sill would like to table this at this time, doesn't have it done; will get updates to the new manager.

AGENDA ITEM 5: Airport Manager's Report

Sill talked with Skinnies about connecting with Korpela to find out what is needed for the culverts on Hagstrom's property; should happen next week.

FAA finally approved the crack sealing project, and on Tuesday, the Fahrner Asphalt rep was here doing estimates to get this done. No date yet, but the ball is rolling.

The SRE items, noted in the petition, are being worked on. We're getting a New Holland T8 tractor with blower and blade, and the airport wants them to spec out a broom as well; hopefully will be here for the upcoming season.

AGENDA ITEM 6: Approval of Bills

The list of bills was presented by Sill. The total amount of the bills came to \$16,772.39.

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

AGENDA ITEM 7: SET NEXT MEETING DATE

The next Airport Commission meeting will be held August 23, 2018, at 4:30 pm, at the JFK Airport.

AGENDA ITEM 8: ADJOURNMENT

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

Kim Westman

Agenda Item 6C: Planning and Development Report – June, 2018

Agenda Item 7: Old Business

Agenda Item 7A: Discussion and Possible Action Regarding Possible Participation by the City of Ashland in Xcel Energy's Solar Garden (Planning/Sustainability Committee)

An updated spreadsheet from the Center for Rural Communities was available reflecting the difference in payback rates per building, and including the City's wastewater treatment plant, as per discussion at the June 12 Committee of the Whole meeting. This spreadsheet also includes the rates and payback times for PV solar purchase and installation outright by the City of Ashland per building. While the contract with Xcel for the solar garden expires in 25 years, after which the City would have to purchase another share, direct installation of solar panels would last 40-50 years without replacement. The funds for this purchase have been approved from Fund 245 by the Finance Director.

Ortman moved to approve the City's participation in Xcel Energy's Solar Garden at the 10kW level; Moore seconded. The motion carried unanimously by voice vote.

Agenda Item 8: New Business

Agenda Item 8A: Approve a Resolution Petitioning the Secretary of Transportation for Airport Improvement Aid by Common Council of the City of Ashland, Ashland and Bayfield County, Wisconsin (Airport)

At the July 19, 2018 Airport Commission meeting, the resolution was approved for forwarding to City Council for approval. This document is required for continued annual funding by the FAA and Wisconsin Bureau of Aeronautics.

Franek moved to approve the resolution; Pufall seconded. The motion carried unanimously by voice vote. (File #17452)

Agenda Item 8B: Approve to Enter into a Contract with AMI Consulting Engineers P.A. for the Kreher Park Redevelopment Phase 1: Architectural and Engineering Services for a New Boat Launch and Hoist Lift Well (Parks and Recreation)

The Kreher Park Redevelopment project is based on the 2013 conceptual plan and focuses on the western most side of the site. The RFP and proposal include engineering and construction documents for a four-bay boat launch, a fish cleaning station, restrooms, and boat/trailer washing station, ample trailer parking, and a future indoor boat storage building. The project would also include the redevelopment of a pedestrian trail on the property and a potential thoroughfare for vehicle traffic from Ellis Avenue to Prentice Avenue based on estimated use.

Quote Summary

Prepared For:

Ashland Airport
WI
Home: 715-682-7070

Prepared By:

Alex Mertig
Northland Lawn & Sport, Inc.
63750 Us Highway 63
Mason, WI 54856
Phone: 715-746-2323
atm@northlandlawnsportinc.com

Quote Id: 19008481
Created On: 20 February 2019
Last Modified On: 26 March 2019
Expiration Date: 29 March 2019

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 1550 TerrainCut Commercial Front Mower (Less Mower Deck)	\$ 17,482.51 X	1 =	\$ 17,482.51
JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck	\$ 3,637.49 X	1 =	\$ 3,637.49
Equipment Total			\$ 21,120.00

Quote Summary

Equipment Total	\$ 21,120.00
SubTotal	\$ 21,120.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 21,120.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 21,120.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 19008481

JOHN DEERE 1550 TerrainCut Commercial Front Mower (Less Mower Deck)

Hours:

Stock Number:

Code	Description	Qty
2400TC	1550 TerrainCut Commercial Front Mower (Less Mower Deck)	1

Standard Options - Per Unit

001A	United States and Canada	1
1019	23x10.50-12 4PR Turf Drive Tires	1
1191	Four Wheel Drive (Full Time or On Demand)	1
2012	Air Ride Suspension Seat with Armrests	1

Dealer Attachments

BTC10594	Beacon Light	1
BTC10644	Front Worklight (2) Kit	1
LP40110	Sun Canopy	1

Other Charges

Freight	1
EnviroCrate	1
Setup	1

JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck

Hours:

Stock Number:

Code	Description	Qty
0347TC	72 In. 7-Iron PRO Commercial Side Discharge Mower Deck	1

Standard Options - Per Unit

001A	United States and Canada	1
------	--------------------------	---

Other Charges

Freight	1
EnviroCrate	1



JOHN DEERE

Selling Equipment

Quote Id: 19008481

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City of Ashland / JFK Airport
TORO TURF MAINTENANCE EQUIPMENT QUOTE



<i>New Toro 4WD 72" Out-Front Rotary Mower</i>	2019 National IPA Contract Price
New TORO GROUNDMASTER 3280-D , 24.8 HP Kubota LC Diesel, 2WD , Out-Front Commercial Rotary Mower w/ 72" Side Discharge Cutting Deck, Air Ride Suspension Seat, 12V Power Port, 70# Rear Weight and Foldable 2-Post ROPS (30344, 31336, 24-5780, 30398, 30313, 325-8, 3253-7)	\$22,191.80
Optional: ROAD LIGHT KIT , Headlights, Red/Amber Flashers and Turn Signals (30405)	\$1,535.07
Optional: 400 HOUR MVP FILTER KIT , includes all GM3280-D replacement filters for first 400 hr recommended service interval change (30262)	\$57.04
Optional: HARD CANOPY/SUNSHADE (30669)	\$575.55
Optional: BEACON KIT , includes wire harness and switch (138-2699, 03248, 138-2998)	\$604.21
SUBTOTAL	\$24,963.67

- City of Ashland is sales tax exempt
- City of Ashland is a registered participant with National IPA (NIPA # 1038166)
- New Toro Commercial Equipment is Sold with a 2 Year Manufactures Warranty.
- Set-Up & Delivery at No Charge
- Net 30 day Terms
- 2.5% Service Fee will be added to all orders paid by Credit Card

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us at 800-492-9972.

Joe Buege & Matt Arntzen, Certified Professional Sales Representatives

- Standard Features -

- Custom Options -



Kubota

F Series

F2690

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model #D1105
3 Cyl., 1123 cu. cm.
+24.8 Gross Eng. HP
@3000 Eng. RPM
CARB Certified
Alternator - 40 Amps
Hand Throttle
Dual Element Air Cleaner

OPERATING FEATURES

Tilt Steering Wheel
Power Steering
Deluxe Suspension Seat
w/ 4 Adj. Controls

HYDRAULICS

Open Center - Gear Type
2 Point Hitch Lift
Cap at Lift Point - 573 lbs
8.6 GPM Hyd. Pump Cap.
6 GPM Remote Outlet

HYD. INDEPENDENT PTO

Hyd. Multi-Disc PTO
Single Speed PTO
2545 rpm @ 3000 Eng. rpm

+ Manufacturer Estimate

TRANSMISSION

Hydrostatic Drive (F2/R2)
Forward Speed - 0 - 12.5 mph
Reverse Speed - 0 - 6.8 mph
Front Differential Lock

FLUID CAPACITY

Fuel Tank 16.1 gal
Cooling System 4.9 qts
Engine Oil 3.7 qts
Transmission and Hydraulics 14.8 qts

SAFETY EQUIPMENT

2 Post Foldable ROPS w/
Retractable Seat Belt
ROPS meet ISO and OSHA
Safety Start Switch
Operator Presence Control
Parking Brake
Overheat Alarm Buzzer

INSTRUMENTS

Liquid Chrystal Display (LCD) Panel
Hour Meter
Electric Fuel Gauge
Temperature Gauge
Easy Checker™
Oil Light
Charge Light
Glow Plug Light

SELECTED TIRES

AR8641 & AF9398A TURF TIRES
FRONT - 24x12.00-12 R3 Maxxis Pro Tech
REAR - 18x9.50-8 R3 Kenda Super Turf K500

F2690 Base Price: \$20,004.00

(1) SUSPENSION SEAT inc.
F8280-SUSPENSION SEAT

(1) 72" MOWER DECK FOR F SERIES TRACTOR \$4,517.00
RCK72P-F39-72" MOWER DECK FOR F SERIES TRACTOR

(1) WORK LIGHT KIT (ROPS MOUNT) \$109.00
F8255-WORK LIGHT KIT (ROPS MOUNT)

(1) SUNSHADE (CANOPY) KIT \$439.00
E1133-SUNSHADE (CANOPY) KIT

Suggested List Price w/ Options: \$25,069.00

Freight Set up 1250

26319

Municipal Discount 4419

Price

21,900

*Taxes, shipping & handling, surcharges, assembly charges, destination, freight and/or delivery charges are not included.

This MSRP configuration program is for informational purposes only. In all instances, the user of this program must consult with an authorized Kubota Dealer for complete purchase, warranty and safety information. Special pricing and promotions may be available on certain models. See your Kubota Dealer for details and individuals Dealer product pricing. All prices are shown in U.S. Dollars. Quotes are for products sold in the United States only.

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May 10, 2019

Gayle M. Stearn, P.E.
Airport Development Engineer
Wisconsin Department of Transportation, Bureau of Aeronautics
4822 Madison Yards Way
5th Floor South, Room S528.04
Madison WI 53705

RE: Purchase of lawnmower for JFK Memorial Airport, Ashland, WI

Dear Ms. Stearn;

I am writing in response to your email forwarded to me by Bill Moore, Airport Manager of the JFK Memorial Airport in Ashland, Wisconsin. You are requesting a letter verifying that the procedure used to acquire a new lawnmower for the facility, complies with all local and state ordinances and laws.

The Airport Commission for the City of Ashland is a separate entity and is considered a “business within a business” for the City of Ashland. It is governed by a Commission who oversees the spending and production of the Airport Manager. Although it continues to fall under the Ordinances set forth by the City of Ashland, the Commission has exclusive control and management over the airport.

Mr. Moore began in February of this year by visiting local dealers and obtaining bids of appropriate equipment. These have been sent to you by email per Mr. Moore. According to Chapter 194, Ashland City Ordinances, “purchases of more than \$15,000 and less than \$30,000 may be authorized by the City Administrator if sufficient funds are budgeted, but bids or proposals must be sought by advertisement or by solicitation, in which case three bids or proposals must be obtained...” The Ordinance further states that this applied to the purchase of tangible personal property... “

Though Mr. Moore recommended to the Airport Commission to opt for a bid that was not the lowest of those obtained due to the unequal comparison in equipment, the Commission approved to proceed with the lowest bid. This is reflective in the meeting minutes that I understand were previously forwarded to you.

Mr. Moore has followed all ordinances and regulations regarding the bidding process, bringing the item to the Airport Commission for approval, and final decision to proceed with the purchase of a new lawnmower for the JFK Memorial Airport. I understand all paperwork has been provided to you for review, and he is prepared to proceed with this purchase. He has also acknowledged the Airport's share of the purchase of 20%, or just under \$5000, as specified through the State funding grant which of which he has applied to and has been approved for.

It is my hope that this information will be sufficient for your records of his compliance with the grant regulations, local ordinances, and State law. If you need any further information, please feel free to contact me.

Respectfully,

Tyler W. Wickman

City Attorney

220 6th Avenue West

P. O. Box 677

Ashland, WI 54806

Phone: 715-682-9114

Fax: 715-682-9504

email: twickman@coawi.org



PRO-FORMA INVOICE

Marv Golden Discount Sales, Inc.

DBA, Marv Golden Pilot Supplies®

8690 Aero Drive, Suite 102

San Diego, CA 92123

Sales: 1-858-569-5220

INVOICE NO.: 2019148KA

DATE: May 28, 2019

PAYMENT TERMS: CC

BILL TO: Bill Moore

JFK Memorial Airport

Ashland, Wisconsin

Phone: 715-682-7070

Fed ID #:39-6005387

SHIP TO: Same as Bill To

SALESPERSON	SHIPPING METHOD	ESTIMATED SHIPPING DATE	TERMS	P.O. #
KA	FedEx Ground	2-3 DAYS A.R.O.		

QTY	SKU	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	ICM1074	ICOM A120 Mobile Mount VHF Airband Transceiver	\$ 875.00	\$ 875.00
1	ICM1056	ICOM K-220C Hole Mount Antenna	\$ 50.00	\$ 50.00
1	WCM1001	Wicom Mono Passive Aviation Headset	\$ 95.00	\$ 95.00
1	ICM	ICOM OPC-871A Headset Adapter for ICOM A120M	\$ 125.00	\$ 125.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
		GOVERNMENT CERTS. & NOTES:		\$ -
	1	DUNS No.: 106855356		\$ -
	2	CAGE CODE: 0KNC1		\$ -
	3	FED. TAX ID: 95-3869817		\$ -
	4	Order not subject to sales tax if shipping		\$ -
		outside the State of California or with a valid		\$ -
		California Resale Certificate.		\$ -
	5	Quote valid for 60 days.		\$ -

SUBTOTAL	\$ 1,145.00
SHIPPING CHARGE	\$ -
SALES TAX RATE	7.75%
SALES TAX CHARGED	
TOTAL	\$ 1,233.74

- VETERAN OWNED SMALL BUSINESS -

SUBJECT: Approve to Purchase a New Credit Card Reader for the JFK Memorial Airport, and to Approve to Waive Chapter 194.03, Ashland City Ordinances, for O'Day Equipment, LLC (*Roll*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Airport

CLEARANCES: Airport Manager, City Administrator

EXHIBITS:

1. O'Day Equipment LLC Proposal
2. Exerpt of Chapter 194

EXPENDITURES REQUIRED:

\$13,802.87Equipment
\$ 1,546.47Install, Labor, Mileage
\$15,349.34

AMOUNT BUDGETED: \$0

APPROPRIATION REQUIRED: \$15,349.34 Fund 610 Airport

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on June 6, 2019 that O'Day Equipment, LLC is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51: The Administrator has consented to placement of this agenda item on the Council agenda as timely action is needed to purchase replacement equipment in order to take advantage of a substantial discount.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The equipment used to swipe credit and debit cards at the JFK Memorial Airport has come to the point of needing repairs or replacement. While in search of replacement parts, the Airport Manager was advised that this unit is fairly antiquated and needed replacement.

There are limited suppliers of this product. O'Day produced the attached proposal for a QT Pod which is a complete replacement of the old system. Another option called Multiforce would require the need for faster WIFI and a separate, dedicated computer station to be installed at the airport beyond what is already there. The

Multiforce product also does not honor the array of credit cards that the current machine accepts. For the above reasons, the preferred option leans toward the O'Day Equipment LLC product.

While the actual unit cost is \$13,500, the charge for installation labor and mileage brings the purchase price slightly above the stipulated threshold spelled out in Chapter 194.03, Procurement of Goods and Services and Approval of Change Orders for Public Construction Projects, Ashland City Ordinances, that would require retrieving bids. Therefore, the Airport Manager is requesting Council waive the bidding requirement and approve the purchase from O'Day Equipment LLC for \$15,349.34.



Petroleum • Chemical • Industrial • Agriculture • Commercial
800-654-6329 • www.odayequipment.com

June 4th, 2019

Attn: Bill Moore
JFK Memorial Airport
50511 State Hwy 112
Ashland, WI 54806

Reference: Ashland Airport QT Pod
Version: 1.2 10836

Dear Bill,

We are pleased to provide the following proposal for a new QT Pod at JFK Memorial Airport at 50511 State Highway 112 in Ashland WI. We are removing the existing QT Pod and replacing it with a QT Pod Model M4000.

Pricing:

QTY (1) QT Pod Model M4000 Self-Serve Fueling Terminal

- 1 Hose Control
- Wired Ethernet Capability
- Cellular Kit (Requires Cell Data Plan Through QT \$480/year)
- Trade in credit for M300 return
 - Good through June 30

Necessary labor and expenses to:

- Remove Existing QT Pod System
- Install QT Pod M4000 Self-Serve Fueling Terminal
- Program QT Pod Unit
- Verify Functionality Of All New Installed Equipment

QT Pod Price: \$13,802.87

Install Labor, Travel, Mileage \$1,546.47

Total Price: \$15,349.34

Exclusions:

- Our price does not include repairs or upgrade to Buyer's existing equipment unless noted specifically in the scope of work. Any additional work to Buyer's existing equipment to include: updating or repairs to existing ATG probes, dispenser hardware, software upgrades, and wiring will be done on a time & material basis.
- There will be a 25% restocking for any stock items that have been ordered specifically for this project and it is cancelled by the Buyer. Non-stocked item or special order items cannot be returned.
- Our price does not include electrical work. If an electrician is needed the customer will need to hire one.

The following is a list to be completed by the Buyer or Buyer's representative before we begin on-site work to help ensure the project proceeds as smoothly as possible and avoid additional costs.

- Notify Site Personnel
- Make available IT Personnel for Network Connection

Payment Terms: A 25% down payment is required. Invoices will be due 10 days after receipt. Credit Card Payments are limited to \$5,000.00 total for this transaction.

Taxes: Taxes are NOT included. This customer is tax exempt CES #: 066214

Acceptance: The equipment will be ready for installation on a date that is mutually agreeable to both parties. O'Day will present an invoice when the equipment is ready to deliver. Please note this contract must be signed and returned to our office and the down payment must be received before any equipment is ordered or manufactured. Once these conditions have been met, we will be able to process your order and schedule the project.

Insurance: O'Day Equipment LLC is covered by Comprehensive General Liability Insurance, including Products and Completed Operations with Environmental Impairment Liability coverage. We also maintain Workers Compensation Insurance.

Warranty: Our warranty is found in Paragraph 4 below. Our Materials and Workmanship warranty does not apply to equipment manufactured by others. Goods manufactured by others are subject to any limitations contained in the manufacturer's terms and conditions extended to the buyer and the provisions of the manufacturer's warranty, either or both of which will be furnished to Owner upon written request.

Delivery: 10-12 weeks from receipt order, subject to confirmation at time of order. This delivery time is estimated and is subject to change. We will confirm the delivery at time of order.

Shipping: All materials are quoted FOB our facility unless stated otherwise.

NOTE: Buyer or its agent will identify to Seller the location of all boundary lines concerned for the completion of this agreement. If Buyer or his agent is incorrect in identifying said boundary lines causing additional expenses

to be incurred by Seller for relocating or duplicating completed work because of its relation to the boundary line, the additional expenses will be borne by Buyer.

Before we can order any equipment or materials we need the receipt of this signed agreement along with your down payment deposit. Prices are subject to change after 30 days.

Thank you for the opportunity to furnish this quotation. Please execute this document with your signature to accept, we will not begin processing the order for materials until we receive a signed copy.

O'DAY EQUIPMENT LLC

Chris Parsons
Account Manager

ACCEPTED BY:

Signature

DATE: _____

Print Name

TITLE:

ACCEPTED BY:

O'Day Equipment, LLC

DATE: _____

Print Name

TITLE:

TERMS AND CONDITIONS

1. OFFER AND ACCEPTANCE. O'Day Equipment, LLC ("Seller") acceptance of Buyer's order to purchase products (the term products includes any services being provided by Seller) described in this proposal to which these Terms and Conditions are made a part of ("Proposal") is expressly made conditional on assent to these Terms and Conditions, which constitute a binding "Contract" between the parties. This Contract constitutes the complete and final agreement between Seller and Buyer for the products. Any additional or different terms or conditions contained in any document furnished by Buyer, including, but not limited to, any purchase order or any acknowledgement, are deemed to be material and are hereby objected to and rejected by Seller. If such agreement shall be deemed an offer or counter-offer by Buyer, Seller expressly rejects such offer or counter-offer and limits acceptance to these Contract terms and expressly objects to any different or additional terms proposed by Buyer. Any actual performance by Buyer or Seller thereafter shall be deemed a renewal of the offer contained in this Contract and acceptance of this Contract without change. In the event of a conflict between the terms of this Contract and the terms of any other document, the terms of this Contract shall control. The offer to sell Seller's products is valid for thirty (30) days from the date of the Proposal.

2. PAYMENT TERMS. All prices specified in this Contract are FOB Seller's designated location for delivery. All risk of damage to or loss of the products from any cause whatsoever shall pass to Buyer upon delivery, even is Seller arranges for shipment of the product. Unless otherwise expressly provided on the reverse hereof, payment shall be made within thirty (30) days from the earlier of the date of delivery or the date of an invoice, without discount. Any discount which may be expressly provided in the Proposal applies to sale price of the products at the shipping point, and does not apply to any charges made for taxes, storage, loading or transportation. All payments shall be made in Unites States dollars. Interest will be charges at the rate of eighteen percent (18%) per annum, or the maximum interest rate allowable by applicable law, whichever is lower, on all unpaid invoices. Buyer shall pay all taxes and charges of any nature imposed by any federal, state, or local governmental authority by reason of the sale or delivery of the products whether levied or assessed against Seller, Buyer, or the products. Such applicable taxes or charges, if not included in this Contract, shall be invoiced separately. If in Seller's opinion, reasonable doubt exists as to Buyer's financial condition, Seller may, at any time and without prejudice to any other remedies, suspend or terminate performance of any order, decline to ship, stop any material in transit, or require full or partial payment by Seller in advance.

3. DELIVERY; TITLE. Any delivery or promise date indicated on the Proposal is an estimate of the date Seller believes the products will be available for delivery, provided, however, Seller shall not be responsible for any delays in delivery. Title to the products will not pass to Buyer until all required payments have been made to Seller.

4. WARRANTY.

a. Limited Warranty; Exclusion of Third Party Components. Subject to the terms, conditions and limitations contained herein, Seller warrants only to the original Buyer that Seller's new products will not fail to operate in accordance with their specifications due to defects in material or workmanship during the period which ends one (1) year from the date of delivery, normal wear and tear excluded. The foregoing period is sometimes referred to as "original warranty period." The foregoing limited warranty does not apply to any part, portion or component of any product which is manufactured by a third-party ("Third-Party Component").

b. DISCLAIMER OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. THE LIMITED WARRANTY SET FORTH IN THE FOREGOING PARAGRAPH IS THE SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS. SELLER MAKES NO OTHER EXPRESS WARRANTY OF ANY KIND OR NATURE AS TO THE PRODUCTS OR THEIR PERFORMANCE EXCEPT FOR THOSE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THE FOREGOING PARAGRAPH AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE CONCERNING THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY THAT THE PRODUCTS COMPLY WITH ANY LAW, RULE OR REGULATION. SELLER MAKES NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY COMPONENT AND SELLER SPECIFICALLY SELLS SUCH THIRD-PARTY COMPONENTS "AS IS" WITHOUT ANY WARRANTY. FURTHER, SELLER MAKES NO IMPLIED WARRANTY OF ANY KIND OR NATURE WITH RESPECT TO ITS PRODUCTS OR ANY THIRD-PARTY COMPONENT AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION. IN ADDITION, SELLER EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT ALLOWED BY LAW, RULE OR REGULATION ANY WARRANTY PROVIDED UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION.

c. Terms and Conditions of Warranty; Voiding of Warranty; Notice Requirements. The limited warranties set forth above shall be null and void if (a) any alterations or modifications are made to a product, (b) a product is not maintained in strict compliance with the maintenance requirements set forth in the maintenance manual for such product or otherwise provided to Buyer, (c) any repairs are made to a product which are not authorized by Seller in writing, (d) any failure of a product to comply with the above limited warranty is not reported to Seller in writing within thirty (30) days of the date such failure first occurs, (e) a product is operated after the failure of any warranty first occurs, (f) a product is used for any purpose other than for the purpose for which it was manufactured, (g) a product is not operated in strict compliance with the terms and conditions set forth in any operating manual for the product (including, but not limited to, exceeding the load bearing capacity of the product), (h) a product is abused or damaged, (i) Buyer fails to deliver the product to Seller for inspection and testing if claim under the warranty to Seller, or (j) such failure of the limited warranty results from a failure of any Third-Party Component.

d. Course of Dealing; Course of Performance; Usage of Trade. No course of dealing or course of performance of Seller with respect to the products sold under this Contract and no usage of trade shall be considered in interpreting this Contract or any part thereof and none of the foregoing shall be considered a waiver or modification of any such terms, conditions, disclaimer or limitation of the limited warranties or disclaimers contained in this Contract. No statement, whether written or oral, made by any employee, sales person, distributor, agent or contractor of Seller which is not set forth in this Contract shall be considered a covenant, representation or warranty with respect to any product, its specifications or its performance and all such statements are hereby disclaimed.

e. Exclusive Remedies for Breach of Warranty. The sole and exclusive remedy for any failure of any product to comply with the limited warranty set forth above or any other warranty imposed upon Seller by law, if any, shall, at the election of Seller, in its sole discretion, be either (a) the repair or replacement of the product which failed to comply with such warranty or (b) the refund of the purchase price of the product. Buyer is responsible for all labor costs in connection with the repair or replacement of any equipment; however, Seller will be responsible for its own labor performed in connection with any repair of equipment products at Seller's location. Except as provided below, Buyer's exclusive remedy with respect to any claim arising out of or as a result of Third-Party Component shall be against the third-party manufacturer.

f. Warranty Claims; Notice Requirement; Limited Time to Bring Claims. Any and all claims under the above limited warranty shall be made to Seller only in writing and no later than thirty (30) days after the date the product first fails to comply with the above limited warranty but in no event later than the expiration of the original warranty period with respect to which the claim is being made. Any claim under the above limited warranty made after such period for making a claim shall be null and void. After receiving written notice of the warranty claim, Seller shall determine whether to (a) repair or replace the product or part or (b) refund the purchase price of the product. Seller may require Buyer to return any product or part thereof which Buyer claims to be defective to Seller at Buyer's cost for inspection as a condition to any claim under the above limited warranty. No product or part may be returned to Seller without Seller's proper written authorization. If a product which is returned is determined by Seller in its sole discretion not to have failed to comply with the limited warranty, Buyer shall pay costs of removal, repair and/or replacement for such product. If a product which is returned is determined by Seller in its sole discretion to have failed to comply with the limited warranty, Seller shall pay for all repair and/or replacement for such product (or refund the purchase price if so elected by Seller) and Seller shall reimburse Buyer for the reasonable costs of shipping the defective product or part to Seller.

g. Limitation on Liability for Breach of Warranty and Other Claims. If the warranty and the remedy for any failure of any product to comply with any warranty are deemed for any reason to fail their intended purpose, Seller's liability for any failure of any product to comply with any such warranty, together with any and all of liability, if any, arising out of or in connection with such product, including, but not limited to, all claims, whether in contract, tort, or otherwise, arising out of connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement, or use of the product, shall not exceed the purchase price for such product. In no event shall Seller be responsible or liable to Buyer or any third party under any circumstances for any indirect, consequential, special, punitive or exemplary, damages or losses, including, but not limited to, damages for loss of profits, goodwill, use of the product or any other equipment or other intangible losses which may be incurred in connection with the product regardless of the type of claim or the nature of the cause of action, even if Seller has been advised of the possibility of such damage or loss. Any and all claims that Buyer has against Seller, whether or not Buyer is aware of such claims, must be brought by Buyer within thirty (30) days after the date that such claim first arose, but in any event within the applicable warranty period set forth above. Any claim not brought by Buyer within the applicable thirty (30) day period shall be deemed null and void.

5. INDEMNIFICATION. Buyer will indemnify and hold harmless Seller, its affiliates and their respective officers, directors, employees, agents and other representatives and will, at Seller's option, defend any action brought against same with respect to any claims, judgments, actions, suits, demands, damages,

liabilities, costs or expenses (including, but not limited to, reasonable attorney's fees and legal expenses) associated with or arising from the ownership, use or operation of the products by Buyer or any third party.

6. TERMINATION OF PERFORMANCE. Buyer may cancel its purchase only with the written consent of Seller and upon terms that will indemnify and compensate Seller for any loss, damage and expense arising from such cancellation. Seller may terminate this Contract pursuant to Sections 2 and/or 11 hereof, and in such event, Seller shall have no further liability to produce or ship any product hereunder and shall have no liability for damages to Buyer of any third party.

7. TECHNICAL ADVICE. No obligation or liability shall arise out of Seller's rendering of technical advice in connection with Buyer's order of products. Any technical advice furnished, or recommendation made by Seller or any employee or representative of Seller, concerning any use or application of any products or parts furnished under this Contract is believed to be reliable, but Seller makes no warranty, express or implied of results to be obtained. Buyer assumes all responsibility for loss or damage resulting from the handling or use of any such products or parts in accordance with such technical advice or recommendation. The selection of the products ordered, or design of any custom products, shall be Buyer's sole and ultimate responsibility, and Seller shall have no liability whatsoever for any design defects of custom products, or if the products ordered are unsuitable for Buyer's intended use. Any advice or assistance provided by Seller to Buyer in connection with Buyer's selection or design of the products is at Buyer's risk, and Seller makes no representation or warranty whatsoever in connection with such advice or assistance.

8. ASSIGNMENT. Buyer shall not assign its rights or obligation under this Contract without the prior written consent of Seller, which consent may be withheld for any reason in the sole discretion of Seller. Any attempt at such assignment by Buyer without the prior written consent of Seller shall be deemed null and void. This Contract will be binding upon the parties hereto, and their successors and permitted assigns.

9. GOVERNING LAW. This Contract shall be construed, interpreted, and governed by the laws of the State of North Dakota without regard to its conflict of laws principles. The exclusive forum for any disputes arising out of or relating to this Contract shall be any federal or state court sitting in the State of North Dakota. The parties irrevocably consent to such exclusive jurisdiction in such courts and to the proper venue therein. If Seller must resort to legal action or remedies, Buyer shall reimburse Seller for all of Seller's legal fees and expenses, whether or not suit is filed by Seller.

10. FORCE MAJEURE. Seller does not assume the risk of and shall not be liable for failure to perform any obligation caused by civil insurrection, war, fire, strike, labor stoppages or other labor disturbances, acts of God, acts or omission of Buyer, acts or omission of any government body or entity, floods, epidemics, freight embargoes, shortages of fuel, energy or materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, or any other cause beyond the reasonable commercial control of Seller.

11. NOTICES. Any notices, consents or other communications required or permitted under this Contract must be in writing and delivered personally, overnight air courier, registered or certified mail or facsimile. Unless otherwise stated in this Contract, notices, consents or other communication will be deemed received (a) on the date delivered, if delivery personally or by facsimiles transmission; (b) on the next business day if sent via overnight air courier; or (c) three (3) business days after being sent, if sent by registered or certified mail.

12. SEVERABILITY; WAIVER. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The Section headings included herein are for the convenience of the parties only and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties.

13. NO THIRD-PARTY BENEFICIARIES; SETOFF. Nothing in this Contract is intended to, or shall, create any third-party beneficiaries, whether intended or incidental and neither party shall make any representations to the contrary. Seller shall have the right to deduct from any sums it owes to Buyer, any sums or the value of any obligation owed by Buyer to Seller.

14. SURVIVAL. The provisions of Sections 3, 4, 5, and 7 through 14 shall survive the termination and performance of this Contract.

Excerpt of Chapter 194 Procurement of Goods and Services and Approval of Change Orders of Construction Projects, Ashland City Ordinances

(a) “Bid” means a bid or quote or, in the case of a service, a proposal or a statement of qualifications.

(b) “If sufficient funds are budgeted” means, in the case of operation expenditures, that the funds are in the current year’s budget; or in the case of capital expenditures, that the funds are in the current year’s budget and that the City Council has approved an expenditure for the particular capital item; or in either case, that the expenditure will be reimbursed to the City by a third-party, and if not so reimbursed may be placed on the tax roll against real property in the City, as a special tax, special charge, or special assessment.

(c) The cost of a purchase means the gross cost of the purchase, including the dollar value of any allowance for a trade-in, and in the case of a capital expenditure includes all costs capitalized with the purchase, including all costs of putting the purchase into service, such as transportation, modifications, or repairs.

Sec. 194.02. Purchases of \$15,000 or less. Purchases of \$15,000 or less may be authorized by the Department Director if sufficient funds are budgeted, but if the cost is over \$5,000 then bids or proposals must be sought by advertisement or by solicitation, in which case three bids or proposals must be obtained unless the City Administrator waives the advertising or solicitation requirement, or any part thereof. The City Administrator may review any purchase or proposed purchase under this section, and may override the Department Director’s authority under this section if the City Administrator deems such action in the public interest. This section applies to the purchase of tangible personal property and to services, including construction contracts for \$15,000 or less.

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

SUBJECT: Approve to Award KLM Engineering, Inc. a Contract for the Beaser Elevated Tower, Binsfield Standpipe, and Clearwell Water Tank Inspections (*Roll*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Director of Public Works
Utility Operations Manager

EXHIBITS: 1. KLM Engineering, Inc. Bid Submittal

EXPENDITURES REQUIRED: \$11,400.00
1,140.00 Contingency
\$12,540.00 Fund 680

AMOUNT BUDGETED: Fund 680 Operating Budget

APPROPRIATION REQUIRED: \$0

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on June 3, 2019, that KLM Engineering, Inc., is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The Public Works Department, Water Utility advertised for bids on May 15 and 22, 2019 for the Water Storage Tank Inspection. The Utility received one (1) bid for the project from KLM Engineering, Inc.

Wisconsin NR code 810.14 requires water utility storage facilities to have a drain down inspection a minimum of every 10 years. The last inspection was done in 2009. The Water Utility has three storage facilities; the 500,000 gallon elevated tower on Beaser Ave, the 1,000,000 gallon standpipe on Binsfield near the School District Administrative building, and the concrete clearwell at the Water Plant.

The inspection will include inspections of the interior and exterior of all of the storage facilities. The elevated tower and standpipe will be drained down for the inspection and will include inspections of the interior and exterior of the storage facilities. KLM Engineering, Inc. will prepare a list of any observed deficiencies with

recommendations for immediate and future repairs.

The Utility has worked with KLM Engineering, Inc. in the past and recommends entering into a contract with them for this service. The work is expected to be completed by September 2019.



KLM ENGINEERING, INC.

1976 Wooddale Drive, Suite 4 | Woodbury, MN 55125
Phone (651) 773-5111 | Fax (651) 773-5222

May 24, 2019

US Mail

Mr. Chanz Green
Utility Manager
City of Ashland
2020 6th Street East
Ashland, Wisconsin 54806

RE: Proposal for Three (3) Dry Tank Inspection/Cleanouts for the Following Tanks in Ashland, Wisconsin:

**1,000,000 Gallon Standpipe (School Tank)
500,000 Gallon Single Pedestal Tower (Beaser Tank)
Concrete Clearwell (3 Chambers)**

Dear Mr. Green:

KLM is pleased to submit this proposal to inspect the above-mentioned tanks in Ashland, Wisconsin. KLM proposes to perform dry tank cleanout inspection of the existing conditions of these tanks in conformance with WS NR 810, AWWA M42, DNR Form 3300-248, and the American Concrete Industry ACI 201 Guide for making a Condition Survey of Concrete in Service. The DNR & Engineering Reports submitted after the inspection will break down in detail the interior wet and exterior existing coating conditions, if applicable, and structural conditions. A list of deficiencies with recommendations will be noted as immediate and future repairs.

By choosing KLM Engineering, Inc., the City of Ashland is investing in the knowledge and expertise of a consultant who can perform an accurate and unbiased inspection of your water tanks. Our inspections will clearly identify all the maintenance requirements of the tanks. This 5-year anniversary inspection will establish a baseline of the current conditions of the tanks. The DNR report will define the next time the tanks should be inspected and, if necessary, any maintenance.

The experience of KLM's staff in water reservoir inspections has been enhanced by our training as National Association of Corrosion Engineers (NACE) Certified Coatings Inspectors and American Welding Society (AWS) Certified Welding Inspectors. This training, plus the years of experience in abrasive blasting (surface preparation) painting, rigging, welding, and inspecting has given this company a competitive edge for performing this type of work in a safe and professional manner.

Per the Request for Bids and DNR Code NR814.14 (3) Department Notification, KLM will be required to contact the owner and the DNR Regional Drinking Water Staff 48 Hours prior to the date and time of inspection.

The inspection will follow the Bid request document Section C: C-1; C.2A&B; C.3A, B, C, D; C-4A-G; C.5; C.6.

Documents and Detailed Inspection Report

KLM will provide to the Owner three (3) Engineering inspection reports for each tank, which will provide the following benefits:

1. DNR Report Form 3300-248.
2. Clearly state the actual condition of the coatings and structural integrity, with estimated service life of structure and coatings.
3. Provide laboratory analysis of the lead and chromium content of the coatings to determine compliance with Federal, State, and local environmental regulations.
4. Identify the amount of sediment and estimate the next time it needs cleaning.
5. Provide a schedule for performing recommended maintenance work.
6. Provide an Engineer's Cost Estimate for all recommended repair work.
7. Substantiate report details with color photographs, typically 40-50 pictures.
8. Justify maintenance recommendations to decision-makers.
9. The inspection report can be included in the specification document to provide accurate information on existing conditions for bidders.
10. Recommendation of future inspections.
11. Drawings for future maintenance.
12. Name and Title of author of inspection report

Per the bid documents the inspection reports will be provided to the City of Ashland in digital format (PDF) and 3 bound copies of each report.

KLM Work Plan**DNR Dry Tank Inspections**

The three tanks will be inspected in conformance with WS NR 811.08(5) and the DNR requirements. The inspection will be performed as a dry tank inspection, which is the method recommended by AWWA M 42 D101-53 (R1986) Part A. However, this method of inspection is limited to areas accessible from a ladder or areas that can be reached from the floor.

KLM will inspect the floor, the reservoir walls, and any interior structure accessible by ladders. All accessible exterior surfaces, including the roof, will also be inspected. KLM will provide a ladder.

Cleanout

The clean-outs and disinfections will be performed in accordance to the proposal, per the bid request document. A clean-out can be performed using a 3000-psi pressure washer if necessary. KLM will supply a sump pump if needed for the clean-out removal of any sediment. Sediment will be discharged to the ground for City crew to dispose of properly. KLM will disinfect the tower/standpipe/tank, in accordance with Method 1, 2, or 3 of AWWA C652-11. KLM will supply the chlorine.

Owner's Responsibilities

KLM will require the assistance of the Owner to back flush the fill pipes.

The Owner's personnel shall also be responsible for:

- Tanks shall be drained of water prior to the inspections.
- Manning the shut off valve always.
- Opening and closing the inlet/outlet pipe as required.
- Verifying that the tank clean outs and disinfections have been performed to Owner's satisfaction.
- Disposing of any sediment and debris removed from the tanks/tower.
- Taking and testing water samples from tanks per the DNR requirements.
- Providing a water source at each site for the pressure washer and cleaning.
- Providing copies of background information on each tank, including maintenance records, construction drawings, previous inspection reports, and previous painting or reconditioning specifications. It is especially helpful if this information is collected prior to KLM's personnel beginning its inspection.

Inspection Fees

One Trip: The inspections of all three tanks will be performed for a fee of \$3,800.00 per tank for a total of **\$11,400.00**.

If the City of Ashland requires a DNR Soak Test for the concrete clearwell, the City will be responsible for performing the soak test while we are onsite inspecting the clearwell. KLM will document any leakage identified during the soak test.

The Owner acknowledges that the tanks will be empty prior to KLM's arrival on the project site. Additional hourly fees of \$250.00/hour may apply if the tanks are not empty and/or ready for inspection upon arrival or if sediment exceeds 2 inches. Tanks that have excess sediment and require more than two hours of cleaning time may result in extra charges of \$250.00/hour beyond the original contracted amount. Fees are subject to change if proposed work exceeds 12 months from this bid proposal.

KLM can replace the existing manway gasket(s) for a \$175.00 fee per gasket. If KLM were requested to take coating samples from the tanks to check for lead and chromium this would be an additional \$500.00 per tank.

Terms & Conditions

KLM has attached our standard Terms & Conditions. The Terms & Conditions are part of this agreement between the City of Ashland, Wisconsin and KLM Engineering, Inc. unless otherwise agreed to in writing by both parties.

Additional Information

Additional information can be found at KLM's website at: www.klmengineering.com

Agreement

This proposal is valid for work in 2019, with inspections and reports completed by September 6, 2019. If the City of Ashland finds this proposal acceptable, please sign and return. When KLM receives the signed proposal, we will call the Owner to coordinate an inspection time. When the City of Ashland receives the inspection report, KLM will bill the Owner according to this agreement.

This agreement, between the City of Ashland, Wisconsin and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

_____	_____	City of Ashland,
(Name)	(Title)	Wisconsin

(Date)		
<u>Michael C Olesen</u>	WI Sales Manager	KLM Engineering, Inc.
(Name)	(Title)	Woodbury, Minnesota
<u>May 24, 2019</u>		
(Date)		

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.

Michael Olesen

WI Sales Manager

Office: 651-773-5111

Fax: 651-773-5222

Cell: 920-988-3431

Email: MOlesen@klmengineering.com

Enclosed: KLM's Terms and Conditions, Completed Proposal Form, KLM's Statement of Qualifications, Certified Check for 5% of Proposal

KLM ENGINEERING, INC.
TERMS AND CONDITIONS

1. **BASIC SERVICES.** The scope of KLM's work is described in the attached proposal or contract agreement and may not be expanded or reduced except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a duly executed change order or purchase order outlining the scope of additional work on services.
3. **OWNER'S RESPONSIBILITIES.** OWNER shall fully disclose to KLM its knowledge of the condition of the structure and its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on OWNER'S behalf regarding the project. If necessary, shall clean and make the structure safe for entry; shall furnish the service of other consultants (including engineers, insurance consultants, accountants, attorneys, etc.) when those services are reasonable required or are reasonably requested by KLM; shall test for pollution and hazardous materials when required by law or requested by KLM; and shall provide all necessary permits and other authorization.
4. **SAFETY.** KLM shall only be responsible for safety of KLM personnel at the work site. The Owner or other persons shall be responsible for the safety of all other persons at the site. Owner shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the work site. If, during the course of the work, such materials, or conditions are discovered, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate services. Owner agrees to be responsible for payment of such additional protection costs. Upon such discovery, KLM agrees to immediately notify the Owner in writing, of the hazardous materials or unsafe conditions.
5. **HAZARDOUS MATERIALS.** Unless agreed in the scope of work KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, OWNER shall defend and indemnify KLM and its employees from all claims, including costs and attorney fees, arising out of the presence of hazardous materials on the job site.
6. **SITE ACCESS AND RESTORATION.** Owner will furnish KLM safe and legal site access. It is understood by Owner that in the normal course of work, some damage to the site or materials may occur. KLM will take reasonable precautions to minimize such damage. Restoration of the site is the responsibility of the Owner, unless agreed to in the scope of work.
7. **STANDARD OF CARE.** KLM will perform services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in the geographic area, and under similar budgetary constraints. No other warranty is implied or intended.
8. **SCHEDULING.** Prior to scheduling the OWNER shall furnish a written purchase order or request for the services required and shall give as much notice as possible in advance of the time when the services are desired. Our ability to respond to such an order will depend upon the amount of advance notice provided. If an inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the work site, then the OWNER shall be billed, according to the TERMS AND CONDITIONS, for costs incurred by KLM.
9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance and will provide OWNER with a certificate of insurance upon owner's request.

10. **PAYMENT, INTEREST AND BREACH.** KLM will submit itemized monthly or other periodic invoices for work previously performed. Invoices are due upon receipt. OWNER will inform KLM of invoice questions or disagreements within 15 days of invoice date, unless so informed, invoices are deemed correct. OWNER shall make payment within 30 days after receiving each statement, and overdue payments will bear interest at 1.5 percent per month if OWNER is a business entity and at the legal rate of interest of the state in which the project is located if OWNER is a consumer. If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, KLM may, at its sole option, suspend all duties to the Owner or other persons, without liability. Owner will pay all KLM collection expenses and attorney fees relating to past due fees, which the Owner owes under this agreement.
11. **MUTUAL INDEMNIFICATION.** Except as to matters actually covered by insurance purchased by KLM, KLM agrees to hold harmless and indemnify OWNER from and against liability arising out of KLM's negligent performance of the work, subject to any limitations, other indemnification's or other provisions OWNER and KLM have agreed to in writing. Except as to matters actually covered by insurance purchased by OWNER, OWNER agrees to hold harmless and indemnify KLM from and against liability arising out of OWNER'S negligent conduct, subject to any limitations, other indemnification's or other provisions OWNER and KLM have agreed to.
12. **LIMITATION OF LIABILITY.** OWNER agrees to limit KLM's liability to OWNER arising from professional acts, errors or omissions, such that the total aggregate liability of KLM does not exceed KLM's project fees except as to matters actually covered by insurance purchased by KLM.
13. **DELAYS.** If KLM work delays are caused by Owner, work of others, strikes, natural causes, weather, or other items beyond KLM's control, a reasonable time extension for performance of work shall be granted, and KLM shall receive an equitable fee adjustment.
14. **TERMINATION.** After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the OWNER shall pay for all work performed, including demobilization and reporting costs to complete the file project and reports to OWNER.
15. **SEVERABILITY.** Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, OWNER and KLM will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.
16. **KLM'S DOCUMENTS.** All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services to OWNER for use only for the project, and KLM retains all ownership of said documents regardless of whether the project is completed. OWNER may retain copies for reference in connection with the use and occupancy of the project; but KLM does not represent that the documents are suitable for reuse on extension of the project or on other projects. OWNER and others shall not use the documents on other projects or extensions of this project except by KLM's written agreement. OWNER will defend and indemnify KLM from all claims or losses arising out of the unauthorized use of the documents.
17. **ARBITRATION.** Any controversy or claim for money damages arising out of or relating to the making or performance or interpretation of this AGREEMENT, or the breach of this AGREEMENT, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration panel shall consist of three arbitrators, at least one of who is a structural engineer; and the panel may award only money damages and shall not award equitable relief. Judgment upon the arbitration award may be entered in any court having jurisdiction of the parties. The enforceability of these arbitration provision and arbitration awards will be governed by the Federal Arbitration Act.

18. **ARBITRATION FEES.** The prevailing party to any dispute arising out of this AGREEMENT shall be entitled to recover its reasonable fees and costs from the other party.
19. **JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO.** During the term of this contract and thereafter, KLM has permission to take still photographs or video of the site for training, documentation, education or promotional purposes. A signed agreement constitutes the Owner's written permission to use the photographic image or video in the manner described herein. The only identifiable information to be used by KLM will be the Owner's name as displayed on the image. Acceptance of these terms and conditions is considered a legal release by the Owner allowing KLM to use of photographic images as described herein.

C:\winword\Terms & Cond., proposal.
11/1997

PROPOSAL FORM

Date: May 24, 2019

Company Name: KLM Engineering, Inc.

Address: 1976 Wooddale Drive, Suite 4

City, State, ZIP: Woodbury, MN 55125

Phone: 651-773-5111 or 920-988-3431

Email: molesen@klmengineering.com

BID ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL BID COST
DRY TANK INSPECTION & REPORT	LUMP SUM	1	\$11,400.00	\$11,400.00

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

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

Company Name: American Insurance Services

Policy Number and Effective Date: WC9052100 May 2, 2019

Michael C. Olesen, WI Sales Manager

Contractor Name and Title (please print)



Contractor Signature

SUBJECT: Approve a Resolution to Issue a Conditional Use Permit to Allow Parking as Principal Use in the City Center (CC) District at 900 Main Street West, Parcel #201-00192-0000, Applicant Mark Gutteter (*Voice*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Department of Planning and Development
Plan Commission *Approved Unanimously on 6-04-2019*

EXHIBITS:

1. Proposed Resolution
2. Plan Commission Staff Report, June 4, 2019
3. Neighbor Map

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed use is consistent with the goals and principles identified in the City's Comprehensive Plan as it will serve the needs of the newly developed Cobblestone Hotel as well as Deepwater Grille customers while simultaneously providing the ideal location for the City to locate a gateway/monument feature to welcome visitors to the downtown. The Comprehensive Plan identifies the core downtown as the portion of Main Street West stretching from Ellis Avenue to 9th Avenue West. Since the proposed parking lot is not located within this core downtown area it will not hinder the developability of land in the downtown core and would provide overall benefits by addressing the perceived parking shortage in this area and allowing space for a gateway feature to clearly identify for residents when they are entering the core downtown. The removal of this currently blighted structure directly adjacent to the downtown would also serve to promote recommendations of the Comprehensive Plan to improve the downtown and near-downtown building stock.

SUMMARY STATEMENT:

See attached staff report and exhibits for information.

RESOLUTION TO ISSUE A CONDITIONAL USE PERMIT TO ALLOW PARKING AS PRINCIPAL USE IN THE CITY CENTER (CC) DISTRICT AT 900 MAIN STREET WEST, PARCEL #201-00192-0000. APPLICANT: MARK GUTTETER

WHEREAS, the Common Council of the City of Ashland is authorized to approve Conditional Use Permits; and

WHEREAS, the Plan Commission held a Public Hearing on June 4, 2019, and has unanimously recommended approval of the Conditional Use Permit with the following conditions:

- a. Contingent upon Site Plan approval by the Planning Commission;
- b. Documentation be provided to the Planning & Development Department that proper asbestos remediation procedures are followed in the demolition of the existing structure at 900 Main Street.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Ashland that the Conditional Use Permit to allow parking as a principal use at 900 Main Street West is in accordance with the Ashland Unified Development Ordinance and is hereby approved.

PASSED: June 11, 2019

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

Applicant

Date

*Applicant understands and accepts the conditions of approval indicated in this Resolution

*Applicant was provided notice of the approval by Common Council within 5 business days of such approval

STAFF REPORT

Plan Commission – June 4th, 2019

Agenda Item # 5a: Public Hearing and Consideration of a Conditional Use Permit Request to Allow a Parking Lot as a Principal Use

Zoning District: City Center (CC)

Property Address: 900 Main Street West

Parcel #: 201-00192-0000

Applicant: Mark Gutteter

Staff Contact: Megan McBride

Background

The subject parcel currently has a commercial building with office/commercial space (currently Main Street Insurance) on the first floor and three residential units above. As noted in the applicant's cover letter, the building has significant structural and property maintenance issues that make it cost-prohibitive for the owner to renovate the existing building. As recommended in the UDO, shared parking has been explored with neighboring businesses which has not been granted. For these reasons, and to accommodate overflow parking for the Deepwater Grille restaurant and Cobblestone Hotel the Conditional Use Permit to utilize this property for parking as the primary use is being requested.

Additionally, the property owner has expressed willingness to allow an easement on the northeast corner of the lot for a gateway/monument feature welcoming visitors to Ashland's downtown. Given its prime location directly adjacent to the core downtown, this would be the ideal placement for such a feature and would further the Comprehensive Plan recommendation to better brand and distinguish the core downtown which stretches from Ellis to 9th Avenue.

Prior to issuance of any Building Permits for expansion of the parking area, Site Plan approval by the Planning Commission is required to ensure all UDO standards including parking space and driveway size/placements, landscaping/screening, setbacks, site drainage, and plans for snow removal/storage are appropriately addressed. The request for the Conditional Use Permit at this time pertains only to the use of the property as parking as the principal use.

Conditional Use Request

Standards for Conditional Use Review

The City of Ashland's Unified Development Ordinance Section 3.9 (C) Conditional Use Permit – Approval Criteria (and all subsections thereof), create the legal framework to regulate, administer, and enforce the conditional use standards for the City of Ashland. The following decision criteria were used to review the submitted conditional use:

- 1. Consistency with Comprehensive Plan.** The proposed use is consistent with the goals and principles identified in the City's Comprehensive Plan as it will serve the needs of the newly developed Cobblestone Hotel as well as Deepwater Grille customers while simultaneously providing the ideal location for the City to locate a gateway/monument feature to welcome visitors to the downtown. The Comprehensive Plan identifies the core downtown as the portion of Main Street West stretching from Ellis Avenue to 9th Avenue West. Since the

proposed parking lot is not located within this core downtown area it will not hinder the developability of land in the downtown core and would provide overall benefits by addressing the perceived parking shortage in this area and allowing space for a gateway feature to clearly identify for residents when they are entering the core downtown. The removal of this currently blighted structure directly adjacent to the downtown would also serve to promote recommendations of the Comprehensive Plan to improve the downtown and near-downtown building stock.

2. **Compatibility.** The proposed use of a parking lot to accommodate the adjacent commercial businesses is compatible with the surrounding uses. Since it is located just outside of the core downtown and therefore would not detract from the developability to promote density and vibrancy of the downtown, it would also be compatible with future anticipated uses in the vicinity and downtown overall.
3. **Importance of Services to the Community.** The proposed use of this parcel for parking would provide service to the community as it would support existing thriving businesses, help to alleviate the perceived parking shortage in this area of Main Street, remove a blighted building from the near-downtown and provide the opportunity for a gateway/monument feature that would welcome residents and visitors to the downtown and help make steps towards distinguishing and highlighting our downtown core.
4. **Neighborhood Protections.** The property would need to have landscaping/screening installed to meet UDO standards, which would serve to improve the aesthetics and overall views as residents and visitors enter the downtown from the west.
5. **Conformance with Other Requirements:** The development must conform to all other provisions of the UDO, standards which would apply include:
 - Providing a landscaping plan to demonstrate that UDO landscaping and screening requirements will be met;
 - Providing plans that demonstrate the proposed parking spaces and driveways meet UDO size requirements;
 - Providing Site Plans to demonstrate that required setbacks for a parking area will be met; and
 - Indicating intended plans for snow removal and storage.

Review Recommendation

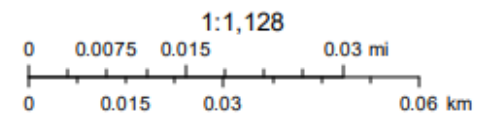
Staff recommends APPROVAL of the Conditional Use Permit for a Parking Lot as a Principal Use on parcel # 201-00192-0000 contingent upon the following conditions:

- Obtain Site Plan approval from Planning Commission to ensure all UDO standards are met

Additionally, as a Public Hearing is scheduled for the proposed Conditional Use Permit, the Plan Commission should hear all input from the public prior to making a decision. The required Class 2 Public Hearing notice was issued, and property owners within 200 feet of the proposed use were notified.

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

City of Ashland Base Map



City of Ashland Public Works Department, GIS Division
Copyright City of Ashland Public Works Department, GIS Division

Department of Public Works Engineering
Copyright 2018 City of Ashland

SUBJECT: Approve Easement Agreement with LeRoy A. Watland, Jr., 1020 Lake Shore Drive West, Ashland, and Link International Investments, 104 11th Avenue West (*Voice*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Scott Clark, Attorney for US Hwy 2 Sewer Litigation

EXHIBITS: 1. Easement Agreement

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

As part of the US Highway 2 Global Settlement Agreement previously approved by the City Council, the agreement calls for a manhole installation remediation for the lateral leading to the properties, located at 1020 Lake Shore Drive West and at 104 11th Avenue West, Ashland, Wisconsin. This Easement Agreement is for the purpose of spelling out the City's responsibility for ongoing maintenance of the manhole and provides for access to the Owner's property to accomplish this purpose. The Easement Agreement is identical to the one previously approved by Council for the Subway Restaurant at 901 Lake Shore Drive West, Ashland, on August 28, 2018 and for the U.S. Post Office on September 25, 2018.

The City Attorney recommends approval of this Agreement to enable completion of the remediation process.

EASEMENT AGREEMENT

Document Number

Document Title

Recording Area

Name and Return Address
Clark & Clark, LLC
PO Box 389
214 West Main St
Ashland, WI 54806

201-00037-0000 & 201-00038-0000

Parcel Identification Number (PIN)

THIS INSTRUMENT DRAFTED BY SCOTT W. CLARK

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

EASEMENT AGREEMENT

City of Ashland, hereinafter "City", Link International Investments, LLC, PO Box 210, Minong, WI. 54859, hereinafter "Link", and Leroy A. Watland Jr., 1612 MacArthur Ave., Ashland, WI. 54806, hereinafter "Watland", agree as follows:

1. Link is the owner of the parcel of real estate at 104 11th Ave. W., Ashland, WI. and legally described as follows: See Attached Exhibit A. (Parcel # 201-00038-0000)
2. Watland is the owner of a parcel of real estate at 1020 Lake Shore Drive W., Ashland, WI. and legally described as follows:

The North 50 feet of the West 20 feet of Lot Four (4) and the North 50 feet of Lots Five (5) and Six (6), Block Four (4), Ashland Proper, City of Ashland, Ashland County, Wisconsin. (Parcel # 201-00037-0000)

3. City is a municipal corporation in Ashland County, Wisconsin and operates the municipal sanitary sewer service in Ashland, part of which is adjacent to and serves Link's and Watland's properties, and the sewer main is near Link's and Watland's properties and under US Highway 2. Repairs of the sanitary sewer service are necessary and it has been determined that the best repair, under the circumstances, is installation of a manhole on Link's property to serve the sewer laterals on the Link and Watland properties.
4. Link hereby grants and conveys to the City, a perpetual easement to construct and maintain a manhole on the Link property located at 104 11th Ave. W., Ashland, WI. and extending to the sewer main in US Highway 2. The easement area shall be as depicted on attached Exhibits B1 and B2 and legally described as follows:

Utility Easement Description for Parcel # 201-00038-0000:

5. If in the course of using or exercising easement rights hereby granted, the City or its employees, contractors, agents or representatives damage or disturb the surface of the ground or any grass growing thereon, the City shall promptly repair/restore the same as near as possible to its original condition at the City's expense.

6. The City shall restrict the maintenance activities to the sanitary sewer within the easement area. The City shall be responsible for the maintenance and repair of the subject manhole. The Link shall be responsible for the perpetual maintenance and repair of the easement area surface.
7. There shall be no buildings, structures or fill of any sort allowed to be placed or erected within the easement area.
8. The City shall protect, defend, indemnify and hold the Link and Watlund harmless from any losses, liability, damages, injuries, or deaths, related to, associated with or arising from the aforesaid manhole and any acts or omissions of the City associated with the easement area.
9. The City or its employees, contractors, agents or representatives shall work with the Link and Watland in scheduling the easement construction to minimize the disruption to Link's and Watland's businesses.

CITY

City of Ashland

Debra Lewis, Mayor

Patti Ekstrom, Deputy Clerk

Barbara Clement, Comptroller

STATE OF WISCONSIN)
) ss.
ASHLAND COUNTY)

Personally appeared before me on _____, 2018, the above-named Debra Lewis, Patti Ekstrom and Barbara Clement, to me known to be the persons who executed this foregoing instrument and acknowledged the same.

NOTARY PUBLIC, State of Wisconsin

My Commission expires: _____

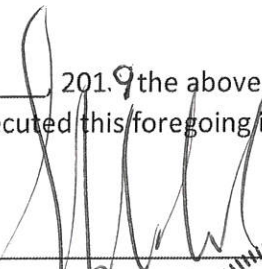
WATLAND

x 

Leroy Watland, Jr.

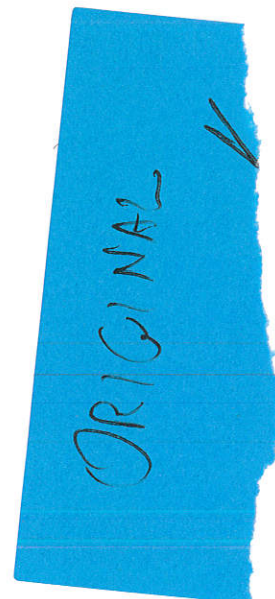
STATE OF WISCONSIN)
) ss.
ASHLAND COUNTY)

Personally appeared before me on June 5 2019 the above named Leroy Watland, Jr., to me known to be the person(s) who executed this foregoing instrument and acknowledged the same.



NOTARY PUBLIC, State of Wisconsin

My Commission expires: is permanent



LINK

Link International Investments, LLC

By

Tim King
Name Position

STATE OF WISCONSIN)
) ss.
Washburn COUNTY)

Personally appeared before me on March 29, 2018, the above named Tim King to me known to be the person(s) who executed this foregoing instrument and acknowledged the same.

Lydia M. Cook
NOTARY PUBLIC, State of Wisconsin

My Commission expires: June 24, 2022

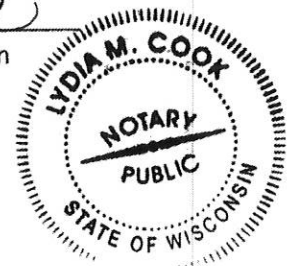


EXHIBIT A

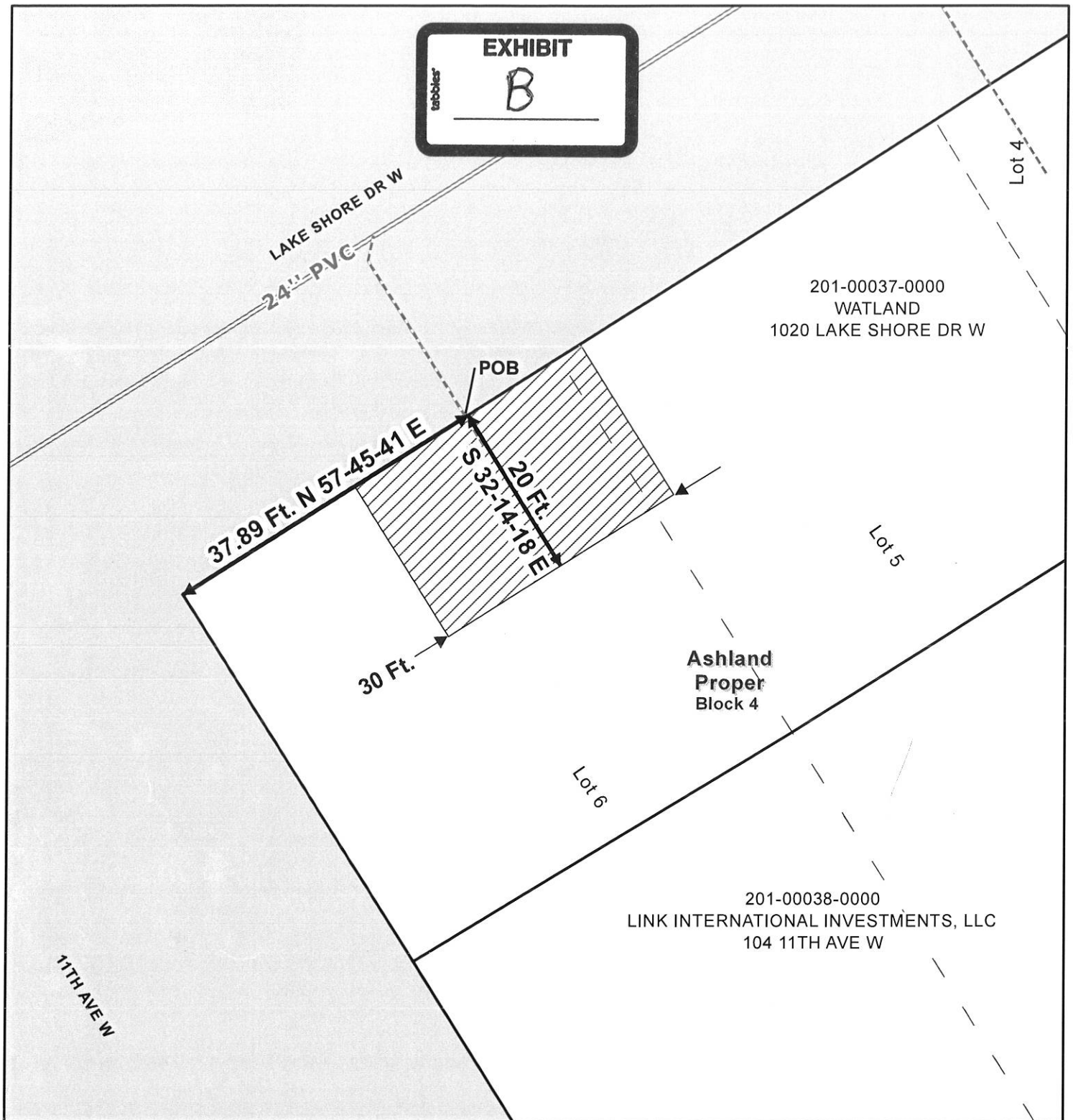
Parcel 1: The West 46 feet of Lots Thirteen (13) through Seventeen (17), inclusive, Block Eighty-three (83), Ellis Division, City of Ashland, Ashland County, Wisconsin, LESS a strip of land 13 feet in width and 46 feet in length on the North side of said Lot 17 East of the alley line.

Parcel 2: The East 24 feet of the West 70 feet of Lots Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16) and the South 12 feet of the East 24 feet of the West 70 feet of Lot Seventeen (17), Block Eighty-three (83), Ellis Division, City of Ashland, Ashland County, Wisconsin.

Parcel 3: Parts of Lots Four through Six (4-6), inclusive, Block Four (4), Ashland Proper, City of Ashland, Ashland County, Wisconsin, described as follows:

To locate the Point of Beginning, commence at the Northwestern corner of said Block 4 and run S 33°00'00" E., 50 feet along the Easterly right-of-way line of 11th Avenue West, to a 1 inch iron pipe which is the Point of Beginning; thence from said Point of Beginning by metes and bounds: Continue along said Easterly right-of-way line, S 33°00'00" E., 97.84 feet to a 1 inch iron pipe; thence leaving said Easterly right-of-way line, N 57°01'57" E., 28.07 feet to a 1 inch iron pipe; thence N15°15'45" E., 55 feet to a 1 inch iron pipe; thence N 53°30'45" E., 21 feet to a 1 inch iron pipe; thence N 21°15'45" E., 8 feet to a 1 inch iron pipe; thence N 57°01'01" E., 53.09 feet to a 1 inch iron pipe on the Easterly line of said Lot 4 of said Block 4; thence along said Easterly line, N 33°02'06" W., 105.26 feet to a 1 inch iron pipe on the Southerly right-of-way of Lakeshore Drive; thence leaving said Easterly line along said Southerly right-of-way line, N 57°01'01" W., 30 feet to a magnetic nail; thence leaving said Southerly right-of-way line, S 33°02'06" E., 50 feet to a 1 inch iron pipe; thence S 57°01'01" W., 119.62 feet to the Point of Beginning.

Parcel # 201-00038-0000



Easement Map for Parcel #201-00037-0000

Legend

-  Easement
-  Sanitary Main
-  Sanitary Lateral

Parcel IDs and Ownership
Information Source: Office of Land
Description/Tax Lister Ashland
County, WI, Tax Roll Data current as
of: October 27, 2018

1 inch = 16 feet
0 5 10 15 Feet



City of Ashland
Dept. of Public Works
Geographic Information
Systems Division
Created: November 2, 2018

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

Map for informational purposes only.

The City of Ashland does not guarantee or warrant the accuracy, currency, completeness, or fitness of information depicted in this map. Information should not be relied upon to establish legal title, boundary lines, and locations of utilities and/or other improvements. No digital data, maps, or copies of maps obtained from the City of Ashland may be sold, reproduced, or distributed in whole or in part, in any form, without explicit written permission from the City of Ashland. The services of a licensed engineer or registered land surveyor should be consulted before this data is used in any manner. By accepting this map, the recipient agrees to these terms and conditions.