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

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

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

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

**Or dial in using your phone.**

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

**Access Code: 500-263-957**

## ASHLAND CITY COUNCIL MEETING
**Tuesday, September 13, 2022 – 6:00 PM**

**Please silence all cell phones during the meeting**

1. **CALL TO ORDER**
   - **A. Roll Call, Moment of Silence and Pledge of Allegiance**
2. **APPROVAL OF AGENDA**
3. **APPROVAL OF MINUTES**
   - **A.** August 30, 2022 City Council Meeting Minutes
4. **CITIZEN PARTICIPATION PERIOD**
5. **MAYOR'S REPORT**
   - **A. Announcements**
6. **CONSENT AGENDA**
   - **A. Miscellaneous Meeting Minutes**
7. **NEW BUSINESS**
   - **A. Approve a Resolution in Recognition of Curt Witynski and Gail Sumi, both Retiring from the Wisconsin League of Municipalities** *(Clerk)* Roll
   - **B. Approve the Wisconsin Main Street Communities Agreement between the Wisconsin Economic Development Corporation and Ashland Main Street** *(Planning)* Roll

C. **Approve the Customer Purchase Order for John Deere Construction and Forestry Products, USA for a John Deere 644P Wheel Loader from McCoy Construction & Forestry for the Public Works Department** *(Public Works)* Roll

D. **Approve Final Payment to Classic Protective Coatings for the 2021 Water Storage Mixer Install Project** *(Public Works)* Roll

E. **Approve a Commercial Optional Electric Vehicle (EV) Charger Service Customer Service Agreement between the City of Ashland and Xcel Energy** *(Administration)* Roll

F. **Approve Agreement for Professional Services between the City of Ashland and Short Elliot Hendrickson Inc. for the Ore Dock Uplands Master Development Project Plan** *(Administration)* Roll

**8. ADJOURNMENT**

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

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

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## ASHLAND CITY COUNCIL MEETING MINUTES
**Tuesday, August 30, 2022 – 6:00 PM**
**Ashland City Hall Council Chambers**

**Please silence all cell phones during the meeting**

**1. CALL TO ORDER**

The Tuesday, August 30, 2022 Ashland City Council meeting was called to order by Mayor Matt Mac Kenzie at 6:00 p.m.

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

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

**PRESENT**: Kevin Seefeldt, Sarah Jackson, Eric Lindell, Laura Graf, Charlie Ortman, Dick Pufall

**ABSENT**: Ana Tochterman (Excused)

**ALSO PRESENT**: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Finance Director Julie Vaillancourt, Police Chief Willis Hagstrom, Fire Chief Stuart Matthias, and other concerned citizens.

**2. APPROVAL OF AGENDA**

MacKenzie asked that item 8F be removed from the agenda. Lindell moved, seconded by Graf to approve the amended agenda. The motion carried unanimously by voice vote.

**3. MINUTES**

**A.** August 16, 2022 City Council Meeting Minutes

Pufall moved, seconded by Jackson to approve the minutes with a correction to a date noted. The motion carried unanimously by voice vote.

## 4. CITIZEN PARTICIPATION PERIOD

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

*Zygmund Jablonski, 916 6th Avenue West,* spoke regarding comments made on a certified letter receipt notification returned to him via USPS.

## 5. MAYOR'S REPORT

### A. Announcements

The volunteer recognition picnic held last week was a success and the Mayor plans to host this event again next summer. AADC recently held a "Ready, Vet, Go" Program to assist Veterans wishing to start a business. Northland College is celebrating their 130th anniversary in September. The Council retreat will be held on Tuesday, September 6, 2022.

## 6. INTRODUCTION OF ASHLAND SCHOOL DISTRICT SUPERINTENDENT ROBERT PRATER

Mr. Robert Prater, Ashland School District Superintendent introduced himself to Council, and spoke of plans for a successful upcoming school year.

## 7. CONSENT AGENDA

### A. Miscellaneous Meeting Minutes

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

## 8. NEW BUSINESS

### A. Approve a Resolution to Amend the 2021 General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, and Internal Service Funds Per Wis. State Statute 65.90(5)(a) *(Finance)* Roll

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

### B. Approve a Resolution by the Common Council for the City of Ashland, Wisconsin Authorizing the Renewal of the Annual School Resource Officer (SRO) Agreement with the School District of Ashland *(Police Department)* Roll

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

### C. Approve the Ashland Fire Department to Submit an Application to Compeer Financial for an Emergency Response Equipment - Regional Collaboration Grant *(Fire Department)* Voice

Pufall moved, seconded by Jackson to approve. The motion passed unanimously by voice vote.

**D. Approve to Waive the Provisions of the Ashland Employee Handbook, Section 2.09 Employment of Relatives** *(Public Works)* Voice

Seefeldt moved, seconded by Pufall to approve. The motion passed unanimously by voice vote.

**E. Approve to Reverse Emergency Declaration for the Purpose of Permitting the Timely Repairs of Pretreatment and North Clarifier Components at the Wastewater Treatment Plant per Wisconsin State Statute 62.15(1b)** *(Public Works)* Voice

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

**9. ADJOURNMENT**

Lindell moved, seconded by Graf to adjourn. The motion carried unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

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# CITY OF ASHLAND
# POLICE & FIRE COMMISSION
# MEETING MINUTES

Tuesday, July 5, 2022 – 5:15 p.m.

Hybrid Meeting - Ashland Fire Dept, 215 6th St E or https://meet.goto.com/438240229

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1. **Call to Order**

   President, Kate Siegler called the meeting to order at 5:15 p.m.

2. **Roll Call**

   Members Present: Kate Siegler, Ed Monroe, Matt Horning, and Melissa O'Connor.

   Members Absent: Daryle Tucker

   Others Present: Police Chief Hagstrom, Fire Chief Matthias, and Mayor Matt MacKenzie

3. **Approval of Agenda Items**

   A Motion was made by Ed Monroe, seconded by Melissa O'Connor to approve agenda as presented. Motion was passed unanimously.

4. **Approval of Minutes**

   A Motion was made by Melissa O'Connor, seconded by Matt Horning to approve meeting minutes from May 2, 2022. Motion was passed unanimously.

5. **Election of Officers**

   a. **President** – Motion was made by Matt Horning, seconded by Ed Monroe to appoint Kate Siegler as President.

   b. **Vice President** – Motion was made by Kate Siegler, seconded by Matt Horning to appoint Ed Monroe as Vice President.

   c. **Secretary** - Motion was made by Kate Siegler, seconded by Ed Monroe to appoint Melissa O'Connor as Secretary.

   d. **Recording Secretary** – Kelly Garro agreed to continue recording secretary duties for the next term.

   Motion was passed unanimously for all of the above.

6. **Police Department Business**

   a. **Administrative Report**

   Chief Hagstrom went over his report that was previously emailed to the Commissioners. His report consisted of statistics from 5/1/2022 through 6/30/2022 and descriptions were presented of some of the more serious incidents that occurred with Patrol/Investigations. There an was increase in calls and a huge spike in Emergency Detentions. Three Officers have turned in resignations, which included Voss, Hintze, and new hire Gallion. Kelly Garro took over as full-time clerk for the police department on June 6, 2022. Emily Hanson was hired and will be starting on July 11th, for the shared office position with the Fire Department. Emily will be a great addition to both departments, she is coming from Ashland County Human Services. All officers have attended Dylan Jennings training on historical trauma about the formations of the local tribes and history of both Red Cliff and Bad River.

7. **Fire Department Business**

   a. **Administrative Report**

   Chief Matthias discussed his report that was previously emailed to the Commissioners. His report consisted of the incidents that the department responded to from 5/1/2022 through 6/30/2022 and gave report on some of the more significant incidents that occurred. He updated the commission on trainings that occurred during this last reporting period. Discussed retirement of Julie LeBlanc, her ceremony will be held on May 31st and also reported that Open House & Car Seat Clinic for the FD will be held on May 19th. Chris Tesnow started with the Fire Dept on May 31st. Michael Braley completed his 12-month probationary period. Captain Scott Thimm will be retiring on July 12th, retirement ceremony will be held that day at 2 pm.

A motion was made by Matt Horning, seconded by Ed Monroe to approve both Chief Hagstrom's and Chief Matthias' reports and place them on file. Motion passed unanimously.

**b. Approval of Fire Chief's selection of Captain and Lieutenant**

Applicants took written exam, completed assessment center, and scoring system was used to determine Chief Matthias' recommendation for both positions. Chief Matthias recommends that Lt. Matt Spangler be promoted to Captain and John Baker be promoted to Lieutenant. Promotions would be effective on July 13th, once Captain Thimm retires.

Motion was made by Matt Horning, seconded by Ed Monroe to approve Chief Matthias' recommendations for the Captain and Lieutenant positions. Motion was passed unanimously.

**8. Next Regular Meeting Date**

The next regular meeting for the Police and Fire Commission will be on Tuesday, September 6, 2022 at 5:15 p.m. This will be a hybrid meeting, so those that choose to attend in person can do so at Ashland Fire Dept and others will have to option to attend virtual by logging into GoToMeeting.

**9. Closed Session as Authorized by Wisconsin State Statute 19.85(1)(c) for:**

**a. Fire Dept – Personnel Probationary Reports & Personnel Discussion**

**b. Police Dept – Personnel Probationary Reports & Personnel Discussion**

A motion was made by Melissa O'Connor, seconded by Ed Monroe to enter into closed session. Motion was passed unanimously by roll call vote.

President Kate Siegler announced they will enter into closed session per Wisconsin Statute 19.85(1)(c), "To consider employment, promotion, compensation or performance evaluation data of any public employee over which the commission has jurisdiction of exercises responsibility". Mayor Matt MacKenzie was dismissed from Closed Session, and will be able to rejoin meeting once Commission returns to Open Session. Chief Hagstrom and Chief Matthias attended Closed Session due to their presence being necessary for the business at hand.

**10. Return to Open Session**

Motion was made by Ed Monroe, seconded by Melissa O'Connor to return to Open session at 6:04 p.m. Motion passed unanimously.

**11. Report action taken in Closed Session**

- Approve and accept the Fire Department's Personnel Probationary Report.
- Approve and accept the Police Department's Personnel Probationary Report.

A motion was made by Kate Siegler, seconded by Matt Horning to approve both reports and place them on file. Motion passed unanimously.

**12. Adjournment**

A motion was made by Ed Monroe, seconded by Matt Horning to adjourn meeting at 6:06 p.m. Motion passed unanimously.

Kelly Garro
Recording Secretary

**SUBJECT:** **Approve a Resolution in Recognition of Curt Witynski and Gail Sumi, both Retiring from the Wisconsin League of Municipalities *(Clerk)* Roll**

**RECOMMENDATION:** Approve

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**DEPARTMENT OF ORIGIN:** City Clerk

**CLEARANCES:** Mayor

**EXHIBITS:**

| | |
|---|---|
| 1. | Proposed Resolution |

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:**

**APPROPRIATION REQUIRED:**

**TREASURER'S CERTIFICATE:** NA

**COMPLIANCE WITH ORD. 51:**

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:** NA

**SUMMARY STATEMENT:**

The Wisconsin League of Municipalities will be losing two of their most cherished team members this year, as Deputy Director Curt Witynski and Communications Director Gail Sumi are planning to retire.

The League will be honoring these two for their 50+ years of combined service to local government at the October Annual Conference in La Crosse. Executive Director Jerry Deschane asked all municipalities to participate in a special way by asking City Councils to adopt a resolution to say “Thank you” to this pair of dedicated public servants.

All approved resolutions will be collected and presented present to Curt and Gail on Thursday night, October 20 during the annual conference. Ashland's Council is asked to adopt the resolution in recognition to the individuals who dedicated years of service for the municipalities of Wisconsin.

# RESOLUTION No. 17694

## RESOLUTION IN RECOGNITION OF CURT WITYNSKI AND GAIL SUMI, BOTH RETIRING FROM THE WISCONSIN LEAGUE OF MUNICIPALITIES

***WHEREAS,*** since 1987, Curt Witynski has been providing leadership, guidance, and advocacy to benefit the cities and villages of Wisconsin; and

***WHEREAS***, since 2011, Gail Sumi has given voice to, and enlightened and informed Wisconsin's local leaders through her direction and coordination of the League of Wisconsin Municipalities' multiple channels of communication, including editing and production of The Municipality; and

***WHEREAS***, Mr. Witynski and Ms. Sumi have been thought leaders and trusted advisors for local officials, both elected and appointed; and

***WHEREAS,*** Curt Witynski and Gail Sumi have contributed in countless ways to the prosperity and success of local government in Wisconsin; and

***WHEREAS,*** in addition to their tireless efforts on behalf of municipal government, Curt Witynski and Gail Sumi have been role models for thousands of local leaders; and

***WHEREAS,*** Mr. Witynski and Ms. Sumi will be retiring from daily service to local government at the end of calendar year 2022.

***NOW, THEREFORE, BE IT RESOLVED***, that the Common Council of the City of Ashland expresses its profound gratitude to Curt Witynski and Gail Sumi for their service.

***BE IT FINALLY RESOLVED*** that the Common Council of the City of Ashland congratulates them both on their careers of leadership and wishes them well in future endeavors.

PASSED: September 13, 2022

____________________________
Alderperson

____________________________
Denise Oliphant, City Clerk

____________________________
Matt MacKenzie, Mayor

APPROVED AS TO FORM:

____________________________
Tyler W. Wickman, City Attorney

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

**RECOMMENDATION:** Approval

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**DEPARTMENT OF ORIGIN:** Planning & Development

**CLEARANCES:** City Attorney

**EXHIBITS:**

| | |
|---|---|
| 1. | Wisconsin Main Street Communities Agreement between the Wisconsin Economic Development Corporation and Ashland Main Street |

**EXPENDITURES REQUIRED:** **$71,720** - Main Street Manager salary and benefits estimated July 2022 through June 2023 (American Rescue Plan Act funding)
**$50,000** - 2022 Budgeted Main Street Events and Initiatives (includes $35,000 grants/fundraising/event sponsorship)

**AMOUNT BUDGETED:** **$35,155** - 2022 budget Planning & Development-Main Street Manager salary and benefits July through December 2022
**$50,000** - 2022 Budgeted Main Street Events and Initiatives (includes $35,000 grants/fundraising/event sponsorship) - Special Revenue 245-Community Development

**APPROPRIATION REQUIRED:** **$36,565** - 2023 estimated budget Planning & Development-Main Street Manager salary and benefits Jan through June 2023
2023 Main Street events and initiatives to be continued in 2023 and will be part of the 2023 budget request

**TREASURER'S CERTIFICATE:** The Treasurer's Office has certified on 8/19/22, that the Wisconsin Economic Development Corporation is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:** Entering into the proposed agreement with Wisconsin Economic Development Corporation to renew Ashland's standing as a Main Street Community directly furthers the Comprehensive Plan goal of implementing a state affiliated Main Street Program.

**SUMMARY STATEMENT:**

The attached Main Street Program Agreement with Wisconsin Economic Development Corporation (WEDC) will renew Ashland's standing as a Wisconsin Main Street Community. This is the standard agreement that WEDC enters with all participating communities, which outlines the reporting, staffing, and other requirements which the City has maintained since becoming a Main Street Community in 2020.The minimum expenditure requirement is $70,000, which can include the Main Street Manager's salary, City-funded downtown improvements, as well as grant funding and sponsorships that support Main Street goals.

Ashland's Main Street Program has implemented the following projects and initiatives to support the downtown in 2021-2022:

- Administration of the TID #10 Downtown Building Improvement Grant Program to promote historic preservation/design and economic vitality
- Awarded a $125,000.00 CDI Grant for revitalization of the former Union Bank building
- Over 20 Ashland businesses were awarded a $10,000.00 Bounceback Grant, a WEDC grant program for Main Street Communities that provides one-time assistance grants to businesses looking to open a new location or expand operations in a vacant commercial space.
- Installed 20 new Victorian-style wooden benches in Ashland's downtown, eight with murals painted by local artists
- Installed an information kiosk in Otis Park

Additionally, the Main Street Program has hosted the following events in 2022:

- Ashland Downtown Days
- Wine Walk & Shop in partnership with the Ashland Area Chamber of Commerce
- Co-hosted four Movies on Main events with the Vaughn Public Library and Ashland Parks & Rec Department
- Upcoming event: Ashland Beer Garden in partnership with the Northland College Fall Festival

Projects and initiatives planned for 2022-2023:

- Host a lighting and design workshop for business/property owners and install additional downtown lighting
- Administer another round of the downtown façade improvement grant program using approved ARPA funding, with an emphasis on outdoor lighting improvement
- Downtown business plan competition for a food-based use
- Implementation of additional wayfinding signage

**WISCONSIN MAIN STREET COMMUNITIES AGREEMENT**

**BETWEEN**

**THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION**

**AND**

**ASHLAND MAIN STREET**

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation together with its successors and assigns (“WEDC”), and Ashland Main Street (“Designated Local Entity”). Certain capitalized terms are defined in Section 1 of this Agreement.

**WITNESSETH**

**WHEREAS**, Wis. Stat.§ 238.127 authorizes WEDC to administer a state main street program to coordinate state and local participation in programs offered by the National Main Street Center, Inc., created by the National Trust for Historic Preservation, to assist in the planning, managing and implementing programs for the revitalization of business areas;

**WHEREAS**, WEDC has been designated as a Main Street Program Coordinating Member by the National Main Street Center, Inc., created by the National Trust for Historic Preservation, and has entered into agreements with the National Main Street Center enabling WEDC to administer the National Main Street America Program in Wisconsin; and

**WHEREAS**, WEDC has determined that the Designated Local Entity is eligible to participate in the Wisconsin Main Street Program.

**NOW, THEREFORE**, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Local Program agree as follows:

**1. Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

(a) “Agreement” means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Section 18 of this Agreement.

(b) “Application” means the materials submitted by the Designated Local Entity to WEDC relating to the Local Program’s designation as a Main Street Community.

(c) “Effective Date” means July 1, 2022

(d) “Designated Local Entity” means Ashland Main Street.

(e) “Local Executive Director” means the person identified by the Designated Local Entity as responsible for the day-to-day administration of the Wisconsin Main Street Program. For Local

Programs with a population equal to or greater than Five Thousand (5,000), the Local Executive Director shall be a full-time position and for Local Programs with a population less than Five Thousand (5,000), the Local Executive Director may be a part-time position. The Local Executive Director shall be the Local Program's point of contact for local businesses, property owners, and WEDC.

(f) "Local Program" means the Designated Local Entity's program for the preservation and revitalization of its Main Street District, as described in the Designated Local Entity's Application and approved by WEDC.

(g) "NMSC" means the National Main Street Center, Inc.

(h) "WEDC" means the Wisconsin Economic Development Corporation, together with its successors and assigns.

(i) "Wisconsin Main Street Program" means WEDC's program, designated by NMSC as a "Main Street Program" and authorized by Wis. Stat. § 238.127, to assist Local Designated Entities in planning, managing, and implementing programs for the preservation and revitalization of business areas.

**2. Term.** The term of this Agreement shall be for a period of one year, beginning on July 1, 2022, and ending on June 30, 2023. The parties understand that WEDC's license agreement with NMSC is set to expire on December 31, 2022. In the event a new license agreement is not executed, WEDC will provide written notice to the Designated Local Entity and this Agreement will be immediately amended or terminated.

**3. Designated Local Entity's Obligations.** The Designated Local Entity shall:

(a) Strive to achieve national accreditation by the NMSC. If the Designated Local Entity does not currently have national accreditation, they shall obtain national accreditation within three years of date they do not have national accreditation, or will no longer be permitted to participate in the Wisconsin Main Street Program.

(b) Execute a Trademark Sublicense Agreement for use of the "Main Street America" name, trademark, and logo; and comply with NMSC's policies on the use of its trademarks and logos.

(c) Maintain an annual membership with NMSC.

(d) Maintain a volunteer board of directors comprised of members representing downtown and business interests to oversee the continuing development of the Local Program.

(e) Employ a Local Executive Director for the Local Program, and develop a job description which sets forth the responsibilities and compensation of the Local Executive Director.

(f) Maintain worker's compensation insurance for the Local Executive Director.

(g) Participate in training sessions, including attendance at Three (3) annual Wisconsin Main Street Program-sanctioned events.

(h) Maintain an annual Local Program budget based on the following:

(i) For Local Programs with a population equal to or greater than Five Thousand (5,000), the minimum Local Program budget shall be Seventy Thousand Dollars ($70,000);

(ii) For Local Programs with a population less than Five Thousand (5,000), the minimum Local Program budget shall be Forty Thousand Dollars ($40,000).

(i) Submit both monthly performance reports and annual accreditation reports to WEDC in such form and manner as is acceptable to WEDC.

**4. WEDC's Obligations.** WEDC shall:

(a) Designate a staff person to act as a liaison with the Local Program and handle all communication between and among the Designated Local Entity, Local Program, NMSC, and WEDC.

(b) Plan and implement workshops and training sessions on downtown revitalization topics based on the needs of all Local Programs participating in the Wisconsin Main Street Program.

(c) Perform an annual accreditation review to ensure that the Designated Local Entity and Local Program continues to meet NMSC's accreditation standards.

(d) Provide individual technical assistance for businesses and property owners within the Local Program's Main Street District.

**5. Local Program's Warranties and Representations.** In addition to the other provisions of this Agreement, the Designated Local Entity hereby warrants and represents that as of the Effective Date of this Agreement and as long as the Designated Local Entity has obligations under this Agreement:

(a) The Designated Local Entity is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material, adverse effect on the Designated Local Entity's ability to perform its obligations under this Agreement.

(b) The undersigned officer of the Designated Local Entity is fully authorized to execute and deliver this Agreement on behalf of the Designated Local Entity and Local Program.

(c) In making these warranties and representations, the Designated Local Entity has not relied on any information furnished by WEDC.

(d) The Designated Local Entity's warranties and representations herein are true and accurate as of the Effective Date of this Agreement and shall survive the execution thereof.

**6. Cancellation and Rescheduling of Events.** WEDC reserves the right to cancel on-site services or events scheduled for the Local Program based on unforeseen circumstances.

**7. Termination.** Either party may terminate this Agreement without cause upon Thirty (30) days prior written notice to the other party. If WEDC finds that the Designated Local Entity and/or Local Program is not in compliance with any requirements of the Wisconsin Main Street Program as outlined in this Agreement, and as required by NMSC, WEDC shall have the right to immediately terminate this Agreement and withhold further services.

**8. Wisconsin Public Records Law.** The Designated Local Entity understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, §§ 19.31-.39 and any successor statutes and regulations.

**9. Additional Requirements.**

(a) Project Records and Financial Records. The Designated Local Entity shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Designated Local Entity's performance under this Agreement, whether created by the Designated Local Entity or by a third party conducting Project-related activities on behalf of the Designated Local Entity, and the performance reports provided to WEDC. The Designated Local Entity shall provide such records to WEDC during the term of this Agreement as may be requested by WEDC. Such materials shall be retained by the Designated Local Entity for a period of at least Three (3) years after June 30, 2023.

(b) Inspection.

(i) WEDC and its respective agents, shall, upon Forty-Eight (48) hours advance written notice to the Designated Local Entity, have the right to enter the Designated Local Entity's premises, during normal business hours, to inspect the Designated Local Entity's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Designated Local Entity.

(ii) The Designated Local Entity shall produce for WEDC's inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement.

(iii) WEDC reserves the right to conduct a physical site visit during the term of this Agreement.

(c) Authorization to Receive Confidential Information. The Designated Local Entity hereby authorizes WEDC to request and receive confidential information that the Designated Local Entity has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the Designated Local Entity's performance for the duration of the Project and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the Eight (8) most recent quarters: the quarterly gross wages paid to the Designated Local Entity 's employees; the monthly employee count; and the Designated Local Entity 's FEIN, NAICS code, and legal and trade names. The Designated Local Entity also authorizes WEDC to share information submitted to WEDC by the Designated Local Entity with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the

Designated Local Entity's performance under their specific economic development program and the impact of WEDC economic development programs. Records exempted from the public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

(d) Consolidation or Merger. During the term of this Agreement, the Designated Local Entity shall provide written notice to, and obtain approval from, WEDC prior to any assignment, consolidation or merger with or into any other unrelated entity.

(e) Public Announcement. The Designated Local Entity agrees to work with WEDC in making a public announcement of this Agreement.

(f) Insurance. The Designated Local Entity covenants that it will maintain insurance in such amounts and against such liabilities and hazards as customarily is maintained by other companies operating similar businesses.

(g) Online Portal and Document Delivery. Designated Local Entity agrees to respond timely to any invitation sent by WEDC to create an online account for use with WEDC's online customer portal ("Portal"). Upon opening the account, Designated Local Entity hereby agrees to use the Portal to submit any required performance reports, schedule of expenditures and supporting documentation, unless WEDC directs otherwise. Designated Local Entity further agrees to identify appropriate assigned users, duly authorized by Designated Local Entity, to serve as contacts, to execute necessary documents, and to support specific tasks Designated Local Entity must complete in the Portal. WEDC may, in its sole discretion, rely on any document, performance report, schedule of expenditures, financial statement, tax return, agreement or other communication ("Document") physically delivered to WEDC by mail, hand delivery, delivery service, email, facsimile, the Portal or other electronic means which WEDC in good faith believes was sent by Designated Local Entity or any representatives or employees of Designated Local Entity. WEDC may treat any Document as genuine and authorized to the same extent as if it was an original document validly executed or authenticated as genuine by Designated Local Entity. WEDC may from time to time in its sole discretion reject any such Document and require a signed original or require Designated Local Entity to provide acceptable authentication of any such Document before accepting or relying on the same. Designated Local Entity understands and acknowledges that there is risk that Documents sent by electronic means may be viewed or received by unauthorized persons and Designated Local Entity agrees by sending Documents by electronic means that Designated Local Entity shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure.

**10. Conflicts.** In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

**11. Choice of Law. THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.**

**12. Venue, Jurisdiction.** Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN**

**THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**

**13. Waiver of Right to Jury Trial. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE DESIGNATED LOCAL ENTITY CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEY'S FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE DESIGNATED LOCAL ENTITY HEREUNDER.**

**14. LIMITATION OF LIABILITY. THE DESIGNATED LOCAL ENTITY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY DESIGNATED LOCAL ENTITY.**

**15. Severability.** The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions, which shall remain in full force and effect to govern the parties' relationship.

**16. WEDC Not a Joint Venturer or Partner.** WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Designated Local Entity or any beneficiary thereof.

**17. Captions.** The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

**18. No Waiver.** No failure or delay on the part of WEDC in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such power or right preclude any other exercise of any other power or right.

**19. Entire Agreement.** This Agreement embodies the entire agreement of the parties concerning WEDC's and the Designated Local Entity's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Designated Local Entity and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this Agreement.

*[Signature Page Follows]*

**IN WITNESS WHEREOF,** WEDC and the Designated Local Entity have executed and delivered this Agreement effective as of the Effective Date.

**WISCONSIN ECONOMIC DEVELOPMENT CORPORATION**

By: ________________________________________ ____________________

Melissa L. Hughes,
Secretary and CEO

Date

**ASHLAND MAIN STREET**

By: ________________________________________ ____________________

Sara Beadle,
Chair

Date

Notices to the Designated Local Entity hereunder shall be in writing and shall be deemed to have been given: (i) at the time it is sent, as recorded by the WEDC's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day or (ii) Three (3) Business Days after deposit in the United States mail, certified and with proper postage prepaid, addressed as follows:

Ashland Main Street
601 Main Street W
Ashland, WI 54806
Attn: Jaclynn Findlay
Email: jfindlay@coawi.org

Notices to WEDC hereunder shall be in writing and shall be deemed to have been given: (i) at the time it is sent, as recorded by the Designated Local Entity's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day or (ii) Three (3) Business Days after deposit in the United States mail, certified and with proper postage prepaid, addressed as follows:

Wisconsin Economic Development Corporation
Division of Credit & Risk
P.O. Box 1687
Madison, WI 53701
Attn: Wisconsin Main Street Communities
Email: legal@wedc.org
Contract # MAIN STREET
FY23-AK7934

**SUBJECT:** **Approve the Customer Purchase Order for John Deere Construction and Forestry Products, USA for a John Deere 644P Wheel Loader from McCoy Construction & Forestry for the Public Works Department *(Public Works)* Roll**

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Public Works

**CLEARANCES:** Administrator
Director of Public Works
Streets Foreman

**EXHIBITS:**

| | |
|---|---|
| 1. | Customer Purchase Order for John Deere Construction and Forestry Products USA |
| 2. | Image: John Deere 644P Wheel Loader |
| 3. | Image: Current SnoGo Snow Blower Attachment |

**EXPENDITURES REQUIRED:** $ 344,875.00 (plus 5% contingency)

**AMOUNT BUDGETED:** $ -0-

**APPROPRIATION REQUIRED:** $ 314,875.00 (plus 5% contingency) - Future 2023 General Obligation Notes
$ 30,000.00 - Future Trade-In of Existing Wheel Loader

**TREASURER'S CERTIFICATE:** The Treasurer's Office has certified on September 7, 2022, that McCoy Construction and Forestry is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

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

**SUMMARY STATEMENT:**

The City of Ashland Streets Division has been interested in replacing the 1992 644 John Deere Loader as this piece of equipment has significantly exceeded its useful lifetime and would benefit from preventative replacement prior to failure of any major components. The Public Works Department recently compared the age and hours run of City's fleet assets to industry standards and identified the 644 John Deere Loader as the top priority for preventative replacement in the 2023 budget.

The 644 Loader is incredibly important for winter snow plowing as it is the only one that can be used with the snow blower. The snow blower is used to keep Main Street clear during the winter and it is too large for the smaller loaders to carry. The 644 Loader is also used to plow parking lots and alleys, and clear the snow piles from around the city. In the summer, it is used for heavy loading such as flipping the compost piles near the landfill.

The Streets Foreman advertised for bids to purchase a new wheel loader. Two bids were received, with McCoy Construction & Forestry providing the lowest bid. The Public Works Department recommends approval to purchase a John Deere 544P Wheel Loader from McCoy Construction & Forestry for the amount of $344,875.00.

The Public Works Department also requests approval to sign a purchase order from McCoy Construction & Forestry to pre-order the loader for purchase in 2023 to lock in pricing and avoid price increases of 4%-8% due to inflation through the end of the year. The Department is able to trade-in the current 1992 644 Loader for $30,000, and plan to apply the trade-in funds toward the purchase of a new wheel loader to bring total expenditures down to approximately $315,000.00. It is anticipated that delivery of the equipment to be January or February 2023.

JOHN DEERE

# Customer Purchase Order for John Deere Construction and Forestry Products - USA

| PURCHASER NAME AND ADDRESS *(First Signer)* | | | |
|---|---|---|---|
| NAME (First, Middle, Last): CITY OF ASHLAND | | | |
| STREET or RR: 2020 6TH STREET | | | |
| CITY: ASHLAND | STATE: WI | ZIP CODE: 54806 | COUNTY: ASHLAND |
| PHONE NUMBER: 715-685-1648 | EMAIL ADDRESS: JBUTLER@COAWI.ORG | | |

| PURCHASER NAME AND ADDRESS *(Second Signer)* | | | |
|---|---|---|---|
| NAME (First, Middle, Last): | | | |
| STREET or RR: | | | |
| CITY: | STATE: | ZIP CODE: | COUNTY: |
| PHONE NUMBER: | EMAIL ADDRESS: | | |

| DEALER NAME AND ADDRESS | | | |
|---|---|---|---|
| DEALER NAME: McCOY CONSTRUCTION & FORESTRY | | | Dealer Account No.: |
| STREET or RR: 310 INDUSTRIAL PARK DRIVE | | | |
| CITY: ASHLAND | STATE: WI | ZIP CODE: 54806 | Date of Order: 8-30-2022 |
| Dealer Order No.: | TYPE OF SALE: | | |
| PURCHASER TYPE: | MARKET USE CODE: | | |

**Add purchaser to Mailing List** (Check One or More)
☒ Construction ☐ Utility ☐ Forestry ☒ Government

PURCHASER IS: ☑ Business ☐ Individual — Purchaser Acct.:

☐ SOCIAL SECURITY ☐ IRS TAX ID NO ☐ EIN

NO.: ____________________

EXTENDED WARRANTY IS: ☑ Accepted ☐ Rejected ______(Initials)

LOCATION OF FIRST WORKING USE: County ASHLAND City ASHLAND — STATE: WI — COUNTY CODE:

Ultimate Uptime Package Purchased: ☐ Yes ☒ No ______ Initials

| QTY | NEW | DEMO | RENT | USED | EQUIPMENT (Model, Size, Description) | Hours of Use | PIN or Serial Number | Delivered Cash Price |
|---|---|---|---|---|---|---|---|---|
| 1 | ☐ | ☐ | ☐ | ☑ | DEERE 644P WHEEL LOADER | | TBD | $344,875.00 |
| | ☐ | ☐ | ☐ | ☐ | CAB-AIR -HEAT-DEFROST JD LINK ULTIMATE | | AIR INTAKE PRECLEANER | |
| | ☐ | ☐ | ☐ | ☐ | (5) SPEED TRANSMISSION / W LOCK UP | | AUTO REVERSING FAN | |
| | ☐ | ☐ | ☐ | ☐ | PREMIUM SEAT- AIR SUSPENSION | | 3RD FUNCTION HYD | |
| | ☐ | ☐ | ☐ | ☐ | RIDE CONTROL SYSTEM / REAR COUNTER WT | | 30 AMP CONVERTER | |
| | ☐ | ☐ | ☐ | ☐ | AUTO- DUAL DIFFERENTIAL LOCK | | HEATED MIRRORS | |
| | ☐ | ☐ | ☐ | ☐ | 23.5 MICHELIN SNO PLUS RADIALS TIRES | | PREMIUM RADIO | |
| | ☐ | ☐ | ☐ | ☐ | PREMIUM LIGHT PACKAGE / FRONT & REAR | FENDERS | ENGINE BLOCK HEATER | |
| | ☐ | ☐ | ☐ | ☐ | ACS COUPLER / 4.25 BUCKET | | THROTTLE LOCK | |
| | ☐ | ☐ | ☐ | ☐ | | | REAR CAMERA/ STROBE | |
| | | | | | | | **(1) TOTAL CASH PRICE** | **$344,875.00** |

| QTY | TRADE-IN (Model, Size, Description) | Hours of Use | PIN OR SERIAL NUMBER | AMOUNT |
|---|---|---|---|---|
| | NO TRADE | | | |
| | | | | |
| | | | | |

| | |
|---|---|
| **(2) TOTAL TRADE-IN ALLOWANCE** | |
| **(3) BALANCE (1-2)** | **$344,875.00** |
| **(4) SALES TAX** RATE 0.00 % | **$0.00** |
| **(5) ADDITIONAL FEES** | |
| **(6) SUBTOTAL (3 & 4 & 5)** | **$344,875.00** |
| **(7) RENTAL APPLIED** | |
| **(8) CASH WITH ORDER** | **$50,000.00** |
| **(9) BALANCE DUE (6-(7 & 8))** | **$294,875.00** |

**ACKNOWLEDGMENTS:** Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.

**JD-S 17-02** EFFECTIVE (07July16) U.S.A. ONLY

Reset Form Print Form

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm.

**IMPORTANT WARRANTY NOTICE:** The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

**TERMS & CONDITIONS VERIFICATION STATEMENT**

Use of John Deere Data Services ("Services"), if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.JohnDeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

**The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.**

**Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version _______ (Initials)______ and understands its terms and conditions.**

PLEASE SIGN

Purchaser (First Signer) CITY OF ASHLAND Signature ________ Date ______

Purchaser (Second Signer) ________ Signature ________ Date ______

Dealer Representative ________ Signature ________ Date ______

Salesperson RANDY REID Signature [signature] Date 9-1-2022

| | | |
|---|---|---|
| DELIVERY ACKNOWLEDGEMENT | Delivered with Operator's Manual On: | Purchaser Signature: |

PLEASE SIGN


DEERE
644
P


SNOGO

**SUBJECT:** **Approve Final Payment to Classic Protective Coatings for the 2021 Water Storage Mixer Install Project *(Public Works)* Roll**

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Public Works

**CLEARANCES:** Public Works Director
Finance Director

**EXHIBITS:**

| | | | |
|---|---|---|---|
| **EXPENDITURES REQUIRED:** | $ 53,350.00 | Fund 680 Water Utility (final project cost) |
| | $ (52,016.25) | Amount paid to contractor |
| | $ 1,333.75 | Retainage due on project |

**AMOUNT BUDGETED:** $ 58,685.00 Fund 680 Water Utility

**APPROPRIATION REQUIRED:** N/A

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

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

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

**SUMMARY STATEMENT:**

At the January 11, 2022 City Council meeting, Council approved entering into an agreement with Classic Protective Coatings for the Water Storage Mixer Install Project.

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

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

The Public Works Department recommends approval of the final payment of $1,333.75 due for the Water Storage Mixer Install Project.

**SUBJECT:** **Approve a Commercial Optional Electric Vehicle (EV) Charger Service Customer Service Agreement between the City of Ashland and Xcel Energy *(Administration)* Roll**

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Administrator

**CLEARANCES:** Administrator

**EXHIBITS:**

| | |
|---|---|
| 1. | Commercial Optional Electric Vehicle (EV) Charger Service Customer Service Agreement |

**EXPENDITURES REQUIRED:**

**AMOUNT BUDGETED:** N/A

**APPROPRIATION REQUIRED:**

**TREASURER'S CERTIFICATE:** NA

**COMPLIANCE WITH ORD. 51:**

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:**

**SUMMARY STATEMENT:**

Since the original agreements with Xcel and Hage Auto were approved by Council on May 31, 2022, Hage Auto informed the City that it could no longer provide the EV charging station equipment. At that point, Xcel indicated they could supply the city with the same equipment that Hage Auto had specified however they do not offer a turn key solution. What this means is that the City will be charged a monthly fee as well as consumption charges when the station is used. Because this is a significant change from what Council had originally approved, I thought it was important to bring it back for approval.

We have been working with Xcel to formulate a fee schedule for customers who charge their vehicle at this station. The intention is that the charges will cover the cost of monthly fees and usage with the potential of a small "profit" if demand is higher than anticipated. Although using the station will be seamless for the customer the City will need to account for revenue from the station and expenses related to Xcel charges. It is anticipated that the we won't have any issues raising enough revenue to pay for Xcel Energy's fees.

**Commercial Optional Electric Vehicle (EV) Charger Service Customer Service Agreement ("Agreement")**

Northern States Power Company, a Wisconsin corporation doing business as Xcel Energy ("Xcel Energy") is excited to offer the Optional EV Charger Service as part of Xcel Energy's Wisconsin Commercial Electric Vehicle Program ("Optional EV Charger Service Program").

Under the Optional EV Charger Service Program, Xcel Energy will offer commercial customers installation of Charging Equipment and enrollment in rate schedules Cg-7, Cp-3, Cg-9, or Cp-1. This Agreement is intended for tariff EVC-1 customers who wish to enroll in Optional Charger Service without enrolling in Revenue-Based Extension Rules

**Commercial Optional EV Charger Service Offerings**

| Options | Customer upfront out-of-pocket expenses | Customer monthly charge (per port) | | Services included in monthly charge for EV Service | Monthly usage billed |
|---|---|---|---|---|---|
| Bundled | •Premises wiring | Single Port | Group A - $39<br>Group B - $54<br>Group C - $69 | •Charging Equipment and installation<br>•Customer services<br>•Customer accounting<br>•Load monitoring and data management<br>•Maintenance service | EV charging is billed according to customer rate schedule (Cg-7, Cp-3, Cg-9, or Cp-1) |
| | | Dual Port | Group A - $34<br>Group B - $47<br>Group C - $56 | | |
| Prepay | • Charging Equipment and installation<br>• Premises wiring | Single Port | Group A - $12<br>Group B - $25<br>Group C - $33 | •Customer services<br>•Customer accounting<br>•Load monitoring and data management<br>•Maintenance service | |
| | | Dual Port | Group A - $11<br>Group B - $21<br>Group C - $30 | | |

The Xcel Energy customer set forth below ("Customer") desires to enroll in the Optional EV Charger Service Program, . By signing below, the Customer agrees to participate in the Optional EV Charger Service Program and agrees to the terms conditions set forth in this Agreement.

## 1. Definitions

"Charging Equipment" means the installed device used to deliver electricity from the Premises Wiring to the electric vehicle, meeting Standard J1772 of the Society of Automotive Engineers International and listed under applicable UL Standards and requirements or equivalent listing by a nationally recognized testing laboratory. This device includes the ungrounded, grounded, and Equipment grounding conductors, the Electric Vehicle connectors, attachment plugs, and all other fittings, devices, power outlets or apparatuses associated with the installed device, but does not include Premises Wiring.

"Premises Wiring" means a dedicated AC circuit that supplies electricity directly to the installed Charging Equipment. This includes the protective breaker at the supply panel, wiring, final junction box, receptacle and all attachments and connections. The Customer retains ownership and is wholly responsible for the Premises Wiring, including that it meets all workmanship standards and applicable requirements in the National Electric Code, Wisconsin law and Administrative Rules, and local municipal codes.

"Site" means the area on a commercial property approved by Xcel Energy for the installation of Charging Equipment.

## 2. Eligibility and Availability

2.1 To be eligible for the **Optional Electric Vehicle Charger Service**, Customers must:

a) be a commercial customer of Xcel Energy in Wisconsin enrolled in rate schedules Cg-7, Cp-3, Cg-9, or Cp-1;

b) agree to install a minimum of four charging ports per Site, or a minimum of 50 kW of charging capacity ;

c) have property owner grant land rights for equipment installation;

d) have approved Charging Equipment installed by Xcel Energy, or a third-party independent contractor authorized by Xcel Energy and

e) have Wi-Fi service at Site;

## 3. Charging Equipment Installation, Maintenance, and Title

3.1 Xcel Energy, through its network of authorized third party independent contractors and at its expense, shall provide, install, maintain, repair or replace (collectively the "Work") the Charging Equipment on the Site. Xcel Energy shall provide electric utility services to the Customer, and the Customer shall pay for such service consistent with the applicable electric utility tariff in force and effect. Xcel Energy, in Xcel Energy's sole discretion, shall have the right to repair, modify, or replace the Charging Equipment at any time during the Term of this Agreement.

3.2 Upon completion of installation and at all times during the Term of this Agreement, ownership of and title to the Charging Equipment shall remain with Xcel Energy. The Customer shall ensure that any Charging Equipment shall not be subject to any lien, security interest or other claim asserted by any creditor of the Customer, and any sale of the Site by the Customer or Site owner shall not include the Charging Equipment.

.

3.3 Customer shall maintain the connection between the Charging Equipment and an Internet Service Provider via Wi-Fi connection, for the operation of the Charging Equipment under this Agreement. Late, incomplete, or inaccurate Charging Equipment usage information will be disregarded where the lack of Wi-Fi service is the cause of the data transmission failure.

**4. Customer's Charging Equipment Obligations and Duties**

Throughout the Term of this Agreement:

4.1 Customer shall grant to Xcel Energy such access to the Site and sufficient space for locating the Charging Equipment at the Site as may be deemed necessary or desirable by Xcel Energy for the Work. Installations must conform to Xcel Energy's specifications.

4.2 Customer shall be responsible for the expense and installation of any Premises Wiring necessary to provide electricity to the Charging Equipment. Customer may, in Customer's sole discretion, opt to use Xcel Energy's third-party independent contractor to install the necessary Premises Wiring in addition to the Charging Equipment, provided that Customer will be responsible for the expense to have the third-party independent contractor install the Premises Wiring.

4.3 Until the Charging Equipment (in Xcel Energy's sole discretion) is deemed non-functional or this Agreement is terminated, the Customer hereby consents to and shall permit both Xcel Energy and any underlying equipment manufacturer, vendor or subcontractor to the underlying manufacturer or vendor to access, collect and share with their respective parent, affiliates, subsidiaries and subcontractors all data from the Charging Equipment with respect to vehicle charging activity, vehicle usage and technical performance (the "Data") of the vehicle and Charging Equipment. Xcel Energy shall comply with all federal, state, and local laws, as applicable, in the access, collection, and sharing of the Data. In the event the Charging Equipment fails to operate or otherwise require repair, the Customer shall promptly notify Xcel Energy.

4.4 Customer, Xcel Energy and its authorized equipment manufacturers, vendors, and subcontractors shall comply with all applicable rules and regulations of federal, state or city regulatory agencies relating to the Work and operation of the Charging Equipment, including environmental requirements associated therewith.

4.5 Customer shall maintain the area surrounding the Charging Equipment and will promptly notify Xcel Energy of any problems related to the Charging Equipment that the Customer becomes aware of. Such maintenance includes, but is not limited to, pavement maintenance, pruning of vegetation, and snow removal. For avoidance of doubt, Customer is not responsible for the ongoing maintenance of the Equipment, itself.

4.6 Customer agrees to remedy minor issues with the Charging Equipment that do not require qualified technicians to address, such as resetting infrequently tripped circuit breakers.

4.7 Customer agrees to provide access and assistance to facilitate random Charging Equipment testing, if selected. Such cooperation may include, but not be limited to, periodic inspection of the Charging Equipmentand the addition of monitoring hardware or software at Xcel Energy's expense.

4.8 Customer agrees to participate in surveys and provide feedback about the Optional EV Charger Service Program as well as cooperate with Xcel Energy in fulfilling Xcel Energy's reporting requirements to any federal, state or local regulatory or governing entities.

4.9 Customer consents to receive communications from Xcel Energy relating to the Optional EV Charger Service Program in electronic form sent to Customer's email address.

**5. Program Term, Withdrawal, and Termination**

5.1 This Agreement shall be effective as of the date Xcel Energy accepts the customer in the Optional EV Charger Service Program. The Term shall commence on the date when the Charging Equipment is installed, and Xcel Energy and the equipment vendor have confirmed that the Charging Equipment is operational. The Agreement shall continue as long as the Customer wishes to use the Charging Equipment (the "Term").

5.2 All fees, rates, and charges applicable to Customer shall be assessed as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Public Service Commission of Wisconsin ("Commission"). All fees, rates and charges assessed by Xcel Energy under this Agreement shall be set forth on the retail electric bill of the Customer and be billed and collected similar to other retail electric charges.

5.3 The service hereunder shall be supplied for the Customer's use as provided in the General Rules and Regulations in the applicable Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. A Copy of such Rules and Regulations and applicable Rate schedules are available from Xcel Energy. Customer will not assign this Agreement except upon written consent of Xcel Energy.

5.4 Activations must be completed by Xcel Energy at least 5 business days prior to the start date of the Customer's next billing cycle to become effective on that date. If activation is less than 5 days prior, Customer will become effective on the stated date of the Customer's subsequent billing cycle.

5.5 If Customer requests to terminate the Agreement and has been paying the Bundled service Customer charge, Customer will have the following options:

- If Customer has taken service pursuant to this Agreement for at least ten (10) years, the Customer may:
  - Have Xcel Energy transfer ownership of the Charging Equipment to the Customer at no cost and on an As-Is basis and Xcel Energy makes no warranty, express or implied, of any kind
  - Have the Charging Equipment removed at no cost and upon notification from the Customer to Xcel Energy advising Xcel Energy of the Customer's intent to terminate and have the Charging Equipment

removed, Xcel Energy or a Xcel Energy third party independent contractor shall remove and take possession of the Charging Equipment within sixty (60) days of Customer's notification, and this Agreement shall be terminated upon such removal.
- Sign a new Agreement and have the Charging Equipment replaced or upgraded

- If Customer has taken service pursuant to this Agreement for less than ten (10) years, the Customer must purchase the Charging Equipment from Xcel Energy AS-IS, without any warranty (express or implied), at the undepreciated balance of the Charging Equipment, as reasonably determined by Xcel Energy based on Xcel Energy's cost to purchase and install the Charging Equipment.

5.6 If Customer requests to terminate the Agreement, and Customer has paid for the Charging Equipment upfront and are paying the Prepay service Customer charge, Customer may:
- Have Xcel Energy transfer ownership of the Charging Equipment to the Customer at no cost and on an As-Is basis and Xcel Energy makes no warranty, express or implied, of any kind
- Have the Charging Equipment removed at no cost and upon notification from the Customer to Xcel Energy advising Xcel Energy of the Customer's intent to terminate and have the Charging Equipment removed, Xcel Energy or a Xcel Energy third party independent contractor shall remove and take possession of the Charging Equipment within sixty (60) days of Customer's notification, and this Agreement shall be terminated upon such removal.

5.7 Xcel Energy or its authorized third party independent contractor's removal and possession of the Charging Equipment shall not include any removal or possession of Premises Wiring. All such ancillary hardware will be disconnected by Xcel Energy or its authorized third party independent contractor and left in place at the Site.

5.8 If, due to a physical relocation of the Customer within Xcel Energy's regulated service territory, the Customer requests to relocate the Charging Equipment to a new Site (but not to terminate the Agreement), then following at least a sixty (60) days' notification from the Customer to Xcel Energy advising Xcel Energy of the Customer's relocation request and Xcel Energy's approval of such request, the Customer shall thereafter exclusively utilize Xcel Energy's third party independent contractor to install a Charging Equipment at the new location at Customer's sole expense. Any removal and/or relocation of the Charging Equipment at the original Site shall be determined solely by Xcel Energy, utilizing Xcel Energy's third party independent contractor. In both cases, this Agreement shall remain in effect for the remainder of the Term.

5.9 Xcel Energy, in its sole discretion, may terminate the Agreement at any time, in which case Xcel Energy will provide Customers paying the Bundled service Customer charge with sixty (60) days' prior written notice of its intent to terminate the Agreement and remove the Charging Equipment. For Customers paying the Prepay service customer charge, Xcel Energy will provide the Customers with sixty (60) days' prior written notice of its intent to terminate the Agreement and transfer ownership of the Charging Equipment to the Customer at no cost. The Customers may continue using the Charging Equipment after termination, before it is transferred or removed, as applicable.

**6. Title to Equipment and Data**

6.1 During the Term of this Agreement, Xcel Energy shall own the Charging Equipment. At all times under this Agreement where Xcel Energy shall own and maintain title to the Charging Equipment, the Customer shall not make any alterations, changes or modifications to the Charging Equipment without first securing prior written permission from Xcel Energy and/or any applicable underlying manufacturer. All rights, title and interest in the Data and related information collected from the Charging Equipment shall also immediately vest in Xcel Energy.

6.2 As owner of the Data, Xcel Energy shall have the right to use, copy, and distribute such Data and information as necessary and helpful to evaluate Electric Vehicles and Electric Vehicle support equipment and for any other Xcel Energy business purpose. To the extent applicable, Xcel Energy shall indemnify and hold harmless the Customer from any and all claims whatsoever for Xcel Energy's use and distribution of said Data.

**7. Insurance Coverage**

Customer shall have in full force and effect a commercial general liability insurance policy with amounts sufficient to cover the full replacement cost of the Site. The Parties hereby waive any and all claims and rights of action (by way of subrogation or otherwise) against the other (and against any insurance company insuring the other Party) which may hereafter arise on account of bodily injury or damage to the Charging Equipment or to the Site, resulting from any fire, or other perils or claims of the kind covered by commercial general liability insurance policies with extended coverage (Causes of Loss Special Form) regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. Customer agrees that Xcel Energy self-insures against any loss or damage which could be covered by a commercial general public liability insurance policy and or a property policy. **Customer shall give written notice of this mutual waiver to each insurance company which issues insurance policies to Customer with respect to the items covered by this waiver, and shall have Customer's insurance policies properly endorsed, if necessary, to prevent the invalidation of any of the coverage provided by such insurance policies by reason of such waiver.**

**8. Indemnification**

8.1 To the extent permitted by applicable law, Customer shall indemnify and hold Xcel Energy harmless against any third party claim of liability or loss from bodily injury (including mental or emotional or death of any person) or property damage (real, personal, tangible or intangible including without limitation real or personal property of any third party, the Charging Equipment and any associated Equipment hardware) resulting from or arising out of the use of the Charging Equipment or the Site by Xcel Energy, its servants or agents, except however, such claims or damages as may be due to or caused by the negligent acts or omissions of Xcel Energy, its servants, or agents.

**9. Limited Warranty**

9.1 Xcel Energy, itself or through Xcel Energy's network of authorized third party independent contractors, shall perform the Work in a safe and professional manner in accordance with all applicable laws.

In the event that any Work performed by Xcel Energy or its authorized third party indepent contractor, or Charging Equipment, is found to be defective in either materials or workmanship, Xcel Energy shall repair or replace such defective Work of Charging Equipment. **The repair or replacement of such defective Work or Charging Equipment is Customer's sole and exclusive remedy under this section for any failure of Xcel Energy to comply with Xcel Energy's obligations under this section, and Xcel Energy expressly disclaims any and all other warranties including any warranties of merchantability or fitness for a particular purpose, whether expressed or implied. For avoidance of doubt, repair, or replacement of non-conformities in the manner and for the period of time provided above shall constitute Xcel Energy's sole liability and the Customer's exclusive remedy for failure of Xcel Energy to meet Xcel Energy's obligations, whether any claims of host are based in contract, in tort (including negligence or strict liability), or otherwise.**

9.2 If Charging Equipment breaks due to standard use or as a result of Charging Equipment hardware, firmware, or software malfunctions, and the Charging Equipment (in Xcel Energy's sole discretion) is deemed non-functional and beyond repair, and the Customer has been paying the bundled service Customer charge, Customer will have the following options:

- Have the Charging Equipment replaced with functional Charging Equipment at no cost to Customer, and continue participating in the Optional EV Charger Service Program.
- Withdraw from the Optional EV Charger Service Program and terminate their participation based on the Customer's election pursuant to Section 5.5 of this Agreement.

9.3 If Charging Equipment breaks due to standard use or as a result of Charging Equipment hardware, firmware, or software malfunctions, and the Charging Equipment (in Xcel Energy's sole discretion) is deemed non-functional and beyond repair, and the Customer has been paying the prepay service Customer charge, Customer will have the following options:

- If Customer is using Charging Equipment that is eligible for Original Equipment Manufacturer's warranty terms, such Customer will have the following options:
  - Have Xcel Energy facilitate the Original Equipment Manufacturer's warranty terms on behalf of Customer and replace the Charging Equipment at no cost to Customer.
  - Withdraw from the Optional EV Charger Service Program and terminate their participation based on the Customer's election pursuant to Section 5.6 of this Agreement.
- If Customer is using Charging Equipment that is no longer eligible for Original Equipment Manufacturer's warranty terms, such Customer will have the right to have Xcel Energy transfer ownership of the Charging Equipment to Customer at no cost, and on an **AS IS** basis, with no warranty express or implied, and

Customer may withdraw from the Optional EV Charger Service Program and terminate their participation based on Customer's election pursuant to Section 5.6 of this Agreement.

**10. Limits of Liability**

10.1 Notwithstanding anything herein to the contrary, under no circumstances or legal theory, whether arising in contract, tort, strict liability, warranty, infringement or otherwise, shall Xcel Energy be liable to Customer or any other person or entity for any indirect, consequential, secondary, incidental, special, reliance, exemplary or punitive damages, which includes but is not limited to: i) any property damage (real, personal, tangible or intangible) or personal injury (including mental or emotional distress) arising from or alleged to have arisen under this Agreement; ii) any claims or causes of action that arise or are alleged to have arisen as a result of any required space ventilation not made known in writing to Xcel Energy or Xcel Energy's authorized third party independent contractor in writing prior to any Work; iii) any damages arising or alleged to have arisen from any electrical malfunction or the repair or replacement of such malfunctioning items; or iv) any environmental claims, damage or causes of action.

10.2 Under no circumstances will Xcel Energy or any Xcel Energy authorized third party independent contractor be held liable to Customer or any other person or entity for matters involving the purchase, lease, use, non-use, or devaluation of any Electric Vehicle, plug-in hybrid vehicle or any vehicle of any nature, any Charging Equipment or associated equipment infrastructure when applicable codes or standards prohibit the installation or use of such vehicle or Charging Equipment. Xcel Energy will not pay for any costs incurred or damages sustained by customer for purchasing any vehicle or Charging Equipment or otherwise in reliance upon Xcel Energy being able to provide a Charging Equipment to Customer. Notwithstanding anything set forth in this Agreement to the contrary, under no circumstances shall Xcel Energy's total liability under this Agreement exceed the total cost of the Charging Equipment plus installation costs made by Xcel Energy under this Agreement. This section shall survive the termination of this agreement.

**11. Miscellaneous Provisions**

11.1 **Compliance with Laws**. Performance under this Agreement is subject to all valid laws and regulations of courts or regulatory bodies having jurisdiction, including compliance with the Americans With Disabilities Act, as amended, if Customer is offering the Charging Equipment to the general public.

11.2 **Assignment.** This Agreement shall not be assigned by Customer except with the prior written consent of Xcel Energy hereto. The terms and conditions of this Agreement shall bind any permitted successors and assigns of the parties.

11.3 **Status of Parties.** This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render Xcel Energy and Customer liable as partners, co-venturers or principals. It is agreed that nothing shall operate to change or alter such relationship, except a further agreement in writing between them.

11.4 **Severability.** If any term or provision of this Agreement is held illegal or unenforceable by a court with jurisdiction over the Agreement, all other terms in this Agreement will remain in full force and the illegal or unenforceable provision shall be deemed struck. In the event that the stricken provision materially affects the rights, obligations or duties of either party, Xcel Energy and Customer shall substitute a provision by mutual agreement that preserves the original intent of the Parties as closely as possible under applicable law.

11.5 **Governing Law.** This Agreement shall be governed by the laws of the state of Wisconsin, except that the Wisconsin conflict-of-law provisions shall not be invoked in order to apply the laws of any other state or jurisdiction.

11.6 **Dispute Resolution.** If any dispute arises between the Parties regarding issues of interpretation of the Agreement or the services performed pursuant to the Agreement, Customer may call the Xcel Energy Representative identified in Section 11 below during call center hours Monday-Friday 7 a.m. to 7 p.m. If further follow-up is required, Customer shall provide Xcel Energy with written notice explaining the dispute and associated documentation. Xcel Energy will consider all disputes and respond within fifteen (15) days of receiving notice of a dispute. In the event Customer is dissatisfied with the resolution of the dispute, Customer has the right to file an informal or formal complaint with the Commission by contacting the Public Service Commission of Wisconsin. Xcel Energy will take no other action to enforce this Agreement until any complaint filed with the Commission is resolved.

11.7 **Public Communication.** Customer agrees to cooperate with Xcel Energy in maintaining good community relations. Xcel Energy will issue all public statements, press releases, and similar publicity concerning the Charging Equipment and the Work (including its progress, completion and characteristics). Customer shall not make or assist anyone to make any such statements, releases, photographs, or publicity without prior written approval of Xcel Energy.

11.8 **Non-waiver.** Xcel Energy’s failure to insist on performance of any of the terms and conditions herein or to exercise any right or privilege or Xcel Energy's waiver of any breach hereunder shall not thereafter waive any of Xcel Energy’s rights or privileges under this Agreement or at law. Any waiver of any specific breach shall be effective only if given expressly by Xcel Energy in writing.

11.9 **Merger.** This Agreement embodies the entire agreement between Xcel Energy and Customer regarding its subject matter. The Parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth above. No changes, modifications or amendments of any terms and conditions of this Agreement are valid or binding unless agreed to by the Parties in writing and signed by their authorized agents.

11.10 **Privacy Law**. Customer further acknowledges and agrees that Customer is knowingly consenting to and authorizing: i) Xcel Energy to release and share Customer's name, address, telephone number, charging data and any charging or electrical usage patterns concerning the Work or Charging Equipment with Xcel Energy's authorized third party independent contractors, in order for the authorized third party independent contractors to provide the Charging Equipment to Customer; and ii) Xcel Energy's authorized third party independent contractors to retain all of the aforementioned Customer data (following any transfer of Charging Equipment ownership from Xcel Energy to Customer) for all equipment warranty and maintenance support obligations only.

11.11 **Survival.** The following sections shall survive the expiration or termination of this Agreement: Section 6 (Title To Equipment And Data); Section 7 (Insurance Coverage); Section 8 (Indemnification); Section 9 (Limited Warranty); Section 10 (Limits of Liability); and Section 11 (Miscellaneous Provisions).

### 11. Questions

If you have questions regarding the Program or this Agreement, please call 1-800-895-4999.



**IN WITNESS WHEREOF,** the undersigned is duly authorized and directed to sign this Agreement.

*[Insert Customer Name]*

By__________________________________ Date: _______________

Name ________________________________

Title__________________________________

*[Xcel Energy]*

By__________________________________ Date: _______________

Name ________________________________

Title__________________________________

**SUBJECT:** **Approve Agreement for Professional Services between the City of Ashland and Short Elliot Hendrickson Inc. for the Ore Dock Uplands Master Development Project Plan *(Administration)* Roll**

**RECOMMENDATION:** Approval

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**DEPARTMENT OF ORIGIN:** Administrator

**CLEARANCES:** Administration

**EXHIBITS:**

| | |
|---|---|
| 1. | Agreement for Professional Services between City of Ashland and Short Elliott Hendrickson Inc. |
| 2. | Ashland Ore Dock Uplands Master Development Plan - Phase I and II Scope Outline |

**EXPENDITURES REQUIRED:** $15,000

**AMOUNT BUDGETED:** $15,000

**APPROPRIATION REQUIRED:** $ 0

**TREASURER'S CERTIFICATE:** The Treasurer's Office has certified that Short Elliot & Hendrickson Inc. is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:**

**SUMMARY STATEMENT:**

The City budgeted $15,000 for the Oredock Upland master planning process for 2022. Because of the experience that Brea Grace has in Ashland and her unique understanding of our community, I am recommending that we contract with Short Elliot & Hendrickson, Inc. (SEH) to do our masterplan.

As you can see in the agreement, the process will be quite extensive and I anticipate having to budget significantly more funds in 2023 to complete the plan beyond the due diligence stage. Also in the agreement, we are not to exceed the amount of $30,000 for Phase I, and SEH will not exceed $15,000 for 2022.

I concede that not knowing the exact future cost of the plan is not ideal. However, I need to first point out that the City must undertake due diligence on this site regardless of any planning efforts as the Wisconsin

Department of Natural Resources (WI DNR) is requiring the City to draft a clean up plan for the old railroad sites on the upland properties. Secondly, I feel that this master planning process will produce the most realistic development opportunities for the City. Because there is a heavy emphasis on market analysis, this will result in development that fits best in Ashland. Finally, I feel there have been too many plans that look great on paper but are unrealistic in practice, and I want to avoid a similar outcome for the ore dock because of the potential of the site.

## Agreement for Professional Services

This Agreement is effective as of August 17, 2022, between City of Ashland (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Ore Dock Uplands Master Development Plan**.

**Client's Authorized Representative:** Brant Kucera, City Administrator
**Address:** 601 Main Street W
Ashland, WI 54806
**Telephone:** 715.682.7071 **email:** bkucera@coawi.org

**Project Manager:** Brea Grace, Senior Community Development Specialist
**Address:** 326 S Main St, Suite 100
Rice Lake, WI 54868
**Telephone:** 608.977.0002 **email:** bgrace@sehinc.com

**Scope:** The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Completion of Phase I of the Master Development Plan for the redevelopment of the city-owned parcels in the Ore Dock Upland Area. Tasks to be completed with Phase I include:

Task 1: **Site Due Diligence (SEH)**

a. Coordinate Kick Off meeting with client / project task force. Client to discuss project, expectations, and items to ensure clear direction for consultant's team leaders, designers, and funding specialists.
b. Review parcel data and title commitments for potential site limitations. (Title commitment provided by Client).
c. Review existing surveying data.
d. Infrastructure Analysis
    i. Review existing streets, utilities (water/sewer) that would serve the site.
    ii. Review and research WisDOT access locations/limitations.
    iii. Road realignment assumptions / discussions.
e. Environmental Analysis
    i. Threatened and Endangered Species review as required for permitting.
    ii. Archeological screening. If there is an archeological hit that could delay future approvals, the Consultant shall advise the Client. The Client shall then work with the Archeological firm, under separate contract unless contract is amended to include Consultant hiring of the firm and coordination. Consultant will assist in coordination and working with the Archeological firm.
    iii. Review floodplain/floodway mapping.
    iv. Wetland screening. Review aerial photos by internal natural resource staff to determine potential wetland affects for general concept planning efforts.
f. Review local codes (i.e., zoning, floodplain, shoreland limitations).
g. Review environmental documentation of issues (i.e., Phase 1 and 2 analysis provided by Client).
h. Prepare base map from City's GIS data provided by Client, which will include but not be limited to topography, wetlands, floodplains, etc.
i. Complete drone flight of project area for base mapping.

Task 2: **Project Charter & Market Research (Cushman & Wakefield)**

a. Develop a project charter
    1. Identify and interview key stakeholders
    2. Convene stakeholders to discuss finding
    3. Establish Guiding Principles
    4. Identify project constraints
    5. Develop an implantation plan
b. Highest and best use analysis – We will look at where there may be misalignment between market demand and existing supply alternatives. The goal will be to identify differentiated real estate products that will offer a value proposition that the market will be willing and able to pay for.
c. Commission a market study to estimate demand and market feasibility for various housing products.

Task 3: **Conceptual Site Plan Layout (SEH)**

a. Prepare two (2) preliminary site plan concepts. Concepts will focus on overall road layout design, utilities, parcel size, stormwater management and site flexibility.
b. Review site plan concepts with Client to determine modifications necessary prior to improving a single concept.
c. Prepare color concept plan for discussion with local official(s), economic development leaders and private industry to garner support for generalized land use patterns and development.
d. Meetings with Client: estimated 3 meetings.

<u>Client Responsibilities:</u>

a. Provide title commitment for City owned parcels.
b. Provide relevant environmental documentation for City owned parcels.

**Schedule:** Said work as described in Scope will be completed *as mutually agreed upon* after receipt of signed contract.

**Payment:**
The lump sum fee is **$30,000**, including expenses and equipment.

The payment method, basis, frequency, and other special conditions are set forth in attached Exhibit A-2.

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

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

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| **Short Elliott Hendrickson Inc.** | **City of Ashland** |
|---|---|
| By: Daniel A. Penzkover | By: |
| Daniel A. Penzkover, PE (WI, MI, IL) | |
| Title: Principal \| Client Service Manager | Title: |

**Exhibit A-2**
**to Agreement for Professional Services**
**Between City of Ashland (Client)**
**and**
**Short Elliott Hendrickson Inc. (Consultant)**
**Dated August 17, 2022**

## Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option

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

### A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

### B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

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# General Conditions of the Agreement for Professional Services

## SECTION I – SERVICES OF CONSULTANT

### A. General

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

### B. Schedule

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

### C. Additional Services

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

### D. Suspension and Termination

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

## SECTION II – CLIENT RESPONSIBILITIES

### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

## SECTION III – PAYMENTS

### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

## SECTION IV – GENERAL CONSIDERATIONS

### A. Standards of Performance

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

### B. Indemnity for Environmental Issues

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

### C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars ($500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars ($5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.
4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

### D. Assignment

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

### E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

## SECTION V – INTELLECTUAL PROPERTY

### A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

### B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

### C. Reuse of Documents

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

# Ashland Ore Dock Uplands Master Development Plan – Phase I and II Scope Outline

**Phase I) Analysis Phase of the Master Development Plan ($30,000)**

**Task 1: Site Due Diligence (SEH)**

a. Coordinate Kick Off meeting with client / project task force. Client to discuss project, expectations, and items to ensure clear direction for consultant's team leaders, designers, and funding specialists.
b. Review parcel data and title commitments for potential site limitations. (Title commitment provided by Client).
c. Review existing surveying data.
d. Infrastructure Analysis
    i. Review existing streets, utilities (water/sewer) that would serve the site.
    ii. Review and research WisDOT access locations/limitations.
    iii. Road realignment assumptions / discussions.
e. Environmental Analysis
    i. Threatened and Endangered Species review as required for permitting.
    ii. Archeological screening. If there is an archeological hit that could delay future approvals, the Consultant shall advise the Client. The Client shall then work with the Archeological firm, under separate contract unless contract is amended to include Consultant hiring of the firm and coordination. Consultant will assist in coordination and working with the Archeological firm.
    iii. Review floodplain/floodway mapping.
    iv. Wetland screening. Review aerial photos by internal natural resource staff to determine potential wetland affects for general concept planning efforts.
f. Review local codes (i.e., zoning, floodplain, shoreland limitations).
g. Review environmental documentation of issues (i.e., Phase 1 and 2 analysis provided by Client).
h. Prepare base map from City's GIS data provided by Client, which will include but not be limited to topography, wetlands, floodplains, etc.
i. Complete drone flight of project area for base mapping.

**Task 2: Project Charter & Market Research (Cushman & Wakefield)**

a. Develop a project charter
    1. Identify and interview key stakeholders
    2. Convene stakeholders to discuss finding
    3. Establish Guiding Principles
    4. Identify project constraints
    5. Develop an implantation plan
b. Highest and best use analysis – We will look at where there may be misalignment between market demand and existing supply alternatives. The goal will be to identify differentiated real estate products that will offer a value proposition that the market will be willing and able to pay for.
c. Commission a market study to estimate demand and market feasibility for various housing products.

**Task 3: Conceptual Site Plan Layout (SEH)**

a. Prepare two (2) preliminary site plan concepts. Concepts will focus on overall road layout design, utilities, parcel size, stormwater management and site flexibility.
b. Review site plan concepts with Client to determine modifications necessary prior to improving a single concept.
c. Prepare color concept plan for discussion with local official(s), economic development leaders and private industry to garner support for generalized land use patterns and development.
d. Meetings with Client: estimated 3 meetings.

**Phase II) Advance Master Development Plan (FUTURE CONTRACT)**

** Phase II outline to be shared with client to assist with understanding of project scope. Future contract to be provided for Phase II.*

**Task 1: Site Due Diligence, Part II (SEH)**

a. Phase II Kick Off meeting
b. Site surveying
c. Wetland delineation
    i. Task 1: Wetland Delineation Field Services: Consultant will conduct an inspection of the property to evaluate the area for the presence of wetlands. Delineated wetland boundaries will be flagged on the ground and surveyed with a handheld Trimble GPS with horizontal control and sub-metric accuracy. Our proposed schedule is presented below.
    ii. Task 2: Wetland Delineation Report: Upon completion of field delineation activities, Consultant will prepare a delineation report, which will be suitable for regulatory submittal. Consultant will provide Client with one (1) bound paper copy and one (1) digital copy of the delineation report
d. Future roadway and/or utility analysis
    i. Review existing utility (sewer and water) capabilities for future development as the facilities will be able to provide in 2022 and beyond in based on capacity and functionality.
        1. Background data provided by Client
        2. Prepare data summaries for sewer and water
        3. Conduct wastewater / water capacity analysis
        4. Prepare summary memorandum of capacity for future development

    (Information compiled will allow Client to analyze potential businesses locating at the site and impacts upon future developable parcels at the site.)
e. Review local and state stormwater management requirements, general soils, topography, and other factors to ensure necessary stormwater features are set aside to meet requirements.

**Task 2:** Market Research (Cushman & Wakefield)

a. Solicit in-depth market feedback from on stakeholders initial project vision
b. Develop a marketing strategy

**Task 3:** Financial Analysis **(SEH)**

a. Financial Assessment / Funding Strategy

**Task 4:** Refine Site Plan Layout & Development Details (**SEH)**

a. Review Project Vision and Refine Site Plan Concepts based on new site information and market research
b. Establish high-level development guidelines
c. Complete Master Development Plan with Site Visualizations