

**THE CITY OF ASHLAND CONDUCTS THEIR MEETINGS IN PERSON at
CITY HALL COUNCIL CHAMBERS, 601 MAIN STREET WEST, ASHLAND, WI
WITH THE AVAILABILITY TO ATTEND VIRTUALLY**

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ASHLAND CITY COUNCIL MEETING

Tuesday, January 31, 2023 – 6:00 PM

1. CALL TO ORDER

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

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

A. January 10, 2023 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

B. Appointments

6. CONSENT AGENDA

A. Miscellaneous Minutes

B. Approve to Permit the Ashland Area Farmers Market to Become a Sub-Committee of the Main Street Board *(Parks and Recreation, Main Street Program)*

7. NEW BUSINESS

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

B. Approve a Resolution to Apply for a Wisconsin Economic Development Corporation (WEDC) Vibrant Spaces Grant for the Ashland Rotary Bayview Splashpad *(Parks and Recreation)* Roll

- C. Approve the Ashland Fire Department to Purchase EKG Monitors from Stryker Medical** *(Fire Department)* Roll
- D. Approve Ambulance Service Provider Agreement between Bayfield County and Ashland Fire and EMS** *(Fire & EMS Department)* Roll
- E. Authorize the Purchase a Replacement Equipment Trailer for the Public Works Department** *(Public Works)* Roll
- F. Approve to Purchase a Schwarze Avalanche Street Sweeper from RNOW Equipment, Inc. for the Public Works Department** *(Public Works)* Roll
- G. Approve a Resolution to Approve the Addition of Price County to join the BART Commission as an Amendment to the BART Charter** *(Mayor)* 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

MEETING MINUTES
ASHLAND CITY COUNCIL
Tuesday, January 10, 2023 – 6:00 PM
Ashland City Hall Council Chambers

1. CALL TO ORDER

The Tuesday, January 10, 2023 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, Ana Tochtermann, Andrew Goyke, Laura Graf, Charlie Ortman, Dick Pufall

ABSENT: None.

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Parks Director Sara Hudson, and other interested citizens.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES

A. December 13, 2022 City Council Meeting Minutes

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

4. CITIZEN PARTICIPATION PERIOD

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

Zygmund Jablonski Jr., 916 6th Avenue West, commented regarding the closed session item.

5. MAYOR'S REPORT

A. Announcements

MacKenzie received numerous compliments of the Public Works department for the recent plowing operations, and thanked them for their good work. He asked Councilors to pass along the rules of the winter odd/even parking. Tax bills have been distributed and payments are

coming in. Each District seat due for re-election in April has a candidate running uncontested. He attended an Ashland Foundation meeting recently where it was discussed to offer a grant for the Ashland Area Farmer's Market to support an event to be held in correlation with the Book Across the Bay. Finally, MacKenzie wished everyone a happy new year as this was the first Council meeting of 2023.

B. Appointments

Seefeldt moved, seconded by Jackson to approve the appointment of Councilor Goyke to the vacated Council representative positions on both the Public Works Committee and the Historic Preservation Commission. The motion passed 6-0 by voice vote; Goyke abstained.

6. CONSENT AGENDA

A. Miscellaneous Minutes

Pufall moved, seconded by Seefeldt approve the Consent Agenda. The motion passed unanimously by voice vote.

7. NEW BUSINESS

A. Approve the State Municipal Agreement (SMA) Dated December 18, 2022 for the Beaser Avenue Mill & Overlay Project (*Public Works*) Roll

Jackson moved, seconded by Graf to approve the State Municipal Agreement for the Beaser Avenue Project. The motion passed unanimously by roll call vote.

B. Approve the State Municipal Agreement (SMA) Dated December 18, 2022 for the 3rd Street West Mill & Overlay Project (*Public Works*) Roll

Pufall moved, seconded by Graf to approve the State Municipal Agreement for the 3rd Street West Project. The motion passed unanimously by roll call vote.

C. Approve the State Municipal Agreement (SMA) Dated December 18, 2022 for the Cary Street Mill & Overlay Project (*Public Works*) Roll

Pufall moved, seconded by Goyke to approve the State Municipal Agreement for the Cary Street Project. The motion passed unanimously by roll call vote.

D. Approve the State Municipal Agreement (SMA) Dated December 18, 2022 for the Industrial Park Road Mill & Overlay Project (*Public Works*) Roll

Pufall moved, seconded by to approve State Municipal Agreement for the Industrial Park Road Project. The motion passed unanimously by roll call vote.

8. CLOSED SESSION: Council may return to Open Session and take action on any item discussed during Closed Session

Seefeldt moved, seconded by Pufall to enter into Closed Session. The motion passed unanimously by roll call vote.

A. PURSUANT TO SEC. 19.85(1)(G): Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation. (*City Attorney*) A to Z Plumbing/Z. Jablonski Notice of Claim

B. RETURN TO OPEN SESSION *voice*

Seefeldt moved, seconded by Jackson to return to Open Session. The motion passed unanimously by voice vote.

C. REPORT OF ACTION TAKEN DURING CLOSED SESSION

A notice of claim from Mr. Zygmund Jablonski Jr., dated December 13, 2022 was discussed during closed session. Ortman moved, seconded by Pufall to deny the notice of claim from Mr. Zygmund Jablonski Jr. dated December 13, 2022. The motion carried unanimously by roll call vote.

9. ADJOURNMENT

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

Respectfully Submitted,

Denise Oliphant,
City Clerk

MEETING MINUTES COMMITTEE OF THE WHOLE

The Common Council of the City of Ashland met as the Committee of the Whole on **January 10, 2023** immediately following the City Council meeting.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION:

The Tuesday, January 10, 2023 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 6:45 PM.

1. Roll Call

PRESENT: Kevin Seefeldt, Sarah Jackson, Ana Tochterman, Andrew Goyke, Laura Graf, Charlie Ortman, Dick Pufall.

ABSENT: None.

ALSO PRESENT: Mayor Matt MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, Public Works Director John Butler, Parks Director Sara Hudson, and other interested citizens.

2. Approval of Agenda

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

3. Council President's Report

A. Review of Training Opportunities for City Council Members

Ortman introduced a number of training opportunities to Councilors, emphasizing on the League of Municipality-sponsored *Local Government 101*, and reminded Councilors to take advantage of these courses when they are offered. Butler also explained a training opportunity in reference to DNR grants. The Clerk will forward to Councilors and staff information when becomes available.

4. Administrator's Report

A. Public Listening Session Report

Kucera shared an update in response to the Public Listening Session held last summer to include:

- Non-working hydrant on Ellis Avenue: This will be replaced in Spring 2023
- Noise from local church bells: This was reviewed by Plan Commission

and the City's counsel, and it is addressed as an exception within the City's Ordinances.

- Goose debris at the public beaches: The Parks department did an addling two years ago, and will make efforts in Summer 2023 to discourage geese with a change in mowing operations.
- Traffic control near the US2 and Wal-Mart intersection: The City has obtained equipment for better traffic monitoring to be installed.
- Unkempt property at Bay View Motel: Code enforcement has been increased and future owners were approached.
- Pothole near Super One Foods: This is not a public right-of-way for the City to address.
- Unleased pets: Although this is difficult to enforce, animal control personnel was made aware of the situation.
- Lack of communication: The City employs many known venues to reach the public such as newspaper, website, public postings, and various social medias. Administration asked for other suggestions from Council.
- Excessive vehicle noise on Main Street: Wisconsin State Patrol has staff in the area again after a lengthy absence. The City's Police Chief has reached out to the Patrol to partner in addressing this.

5. Discussion Items

A. **Discussion Regarding Bringing Final Payments to Council for Approval** (*Public Works*)

Butler introduced the item, explaining to Council the duplicative work and time delay involved in bringing a final payment under contract to Council for approval. Council agreed with Butler and the city attorney's opinion that this is not necessary under normal conditions. No formal action was needed at this time.

B. **Discussion and Possible Action Regarding the Ashland Area Farmers Market Becoming a Sub-Committee of the Main Street Board** (*Parks and Recreation Director, Main Street Manager*)

Hudson reviewed and answered questions for Council regarding the benefit of having the Ashland Area Farmer's Market as a sub-committee of the Main Street Board program. Pufall moved, seconded by Seefeldt to approve and move this item forward to the January 31, 2023 Council agenda for formal approval. The motion carried unanimously by voice vote.

C. **Review of the Agenda Bill Creation and Placement of Items on Council or Committee of the Whole Agendas**

Ortman shared that work is being done to improve the process of introducing items for Council and Committee of the Whole agendas. No action was taken at this time.

6. Items for Future Discussion

Jackson asked for an update on PFAS testing. Kucera offered a report at the next

Committee of the Whole meeting.

7. Adjournment

Pufall moved, seconded by Seefeldt to adjourn. The motion carried unanimously by voice vote.

Respectfully Submitted,
Denise Oliphant, City Clerk

SUBJECT: Appointments**RECOMMENDATION:** Approval**DEPARTMENT OF ORIGIN:** Administrator**CLEARANCES:** Mayor**EXHIBITS:**

1.	Housing Authority Correspondence, November 17, 2022
2.	M Anderson Volunteer Form - redacted

EXPENDITURES REQUIRED: NA**AMOUNT BUDGETED:** NA**APPROPRIATION
REQUIRED:** NA**TREASURER'S
CERTIFICATE:** NA**COMPLIANCE WITH ORD. 51:****STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:****SUMMARY STATEMENT:**

The Mayor is requesting approval of the following committee appointments:

Housing Authority

Jennifer Eng, reappointment, term to expire January 2028

Michael Anderson, replacing Thomas Mathison (resigned), term to expire January 2027

JFK Airport Commission

Lloyd Orensten, reappointment, term to expire February 2029

Thomas Bouchard, reappointment, term to expire February 2029

John Coffey, reappointment, term to expire February 2029

Beautification Council

Susan Askue, reappointment, term to expire February 15, 2026

Jeanne Spruell, reappointment, term to expire February 15, 2026

Shawna Johnson, reappointment, term to expire February 15, 2026

Christine Oreskovich, reappointment, term to expire February 15, 2026

Municipal Board of Canvass

Gordy Gilbertson, replacing Virginia Quay (resigned), term to expire January 1, 2024



Safe. Healthy. Home.

November 17, 2022

The Honorable Matthew MacKenzie, Mayor
City of Ashland
106 Main Street West
Ashland, WI 54806

Re: Appointments to the City of Ashland Housing Authority Board of Commissioners

Dear Mayor MacKenzie,

This letter is to request the following individuals be recommended to the City Council for approval to serve on the City of Ashland Housing Authority Board of Directors. The Ashland Housing Authority Board of Commissioners has experienced a great deal of stability during the last five years. However, we anticipate the next several years will bring substantial change. Therefore, the Board is hoping to bring additional stability to the Board with the following recommendations:

- 1) **Jennifer Eng**: Jenny is completing her term in January 2023 and has expressed a willingness to serve another 5-year term. Jenny brings extensive knowledge and experience in the areas of real estate, personnel management, and finance. She has gone above and beyond in her service by helping with hiring and ensuring policy is followed in any conflicts with applicants or tenants. We are thrilled that she is willing to continue in her role and hope the City Council will choose to have her serve a second term.

Thomas Mathison has submitted his letter of resignation (attached). He is just completing his first year of a five-year term, so the Housing Authority needs to find a replacement to serve the remaining four years of the term. The Housing Authority is required to have at least one current tenant on the Board. Tom was one of two tenants serving and, with the term of our second member set to expire next year, the Board believes it is important to have Tom's replacement also be a tenant.

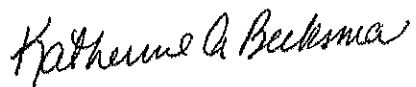
- 2) **Michael Anderson**: Mickey meets this requirement and will provide the Board a perspective of someone that utilizes our services. His Volunteer Application is also attached. He has extensive experience working with the public in the National Park Service and has demonstrated an ability to work hard and learn how to adapt in adversity. That work ethic and desire to learn is critical when serving in a board member capacity. Although we already have another tenant

on the board, the Board members believe it is important to have a new tenant brought in now.

The Board makes these recommendations after considering two other candidates and reviewing the demographics of membership to have different skills, education, gender and race/ethnicity represented as best as possible in this 5-person team. If you know of any other city residents interested in serving on our board, please send us their contact information for consideration in future openings. If there is a reason that you anticipate not making these recommendations, the Board requests advanced notice to understand your perspective.

We appreciate your support and help in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Katherine A. Beeksma".

Katherine Beeksma
Executive Director

Attachments
cc: File



601 Main Street West
Ashland WI 54806
Phone 715-682-7071
doliphant@coawi.org

OFFER TO VOLUNTEER FORM

CONTACT INFORMATION: Michael (Mickey) Anderson
ADDRESS: 600 4th St. W, Apt. 14, Ashland, WI 54806 **PHONE #:** [REDACTED]
EMAIL: [REDACTED] **DATE SUBMITTED:** 11-15-22

I would like to be considered a nominee for the following Committee(s):

City of Ashland Housing Authority's Board of Commissioners

Brief statement of education, training and experience:

See attached, handwritten document.

Biography:

Need a sense of who you are as an individual. Examples include general background, work history, life experiences, volunteer activities, special interests, special skills, hobbies, personality, people skills, etc.

See attached, handwritten document.

References (please include phone #)

AHA Reference: Pam Ratliff 715-682-7046

Mickey has supplied four additional references on his document.

Received by Email 11-8-2022

To Whom it May Concern:

This is to inform you that I (Thomas Mathison) am resigning my position as a Board Member of the Ashland Housing Authority effective January 1, 2023.

It's been a very good experience, but I feel I must resign due to personal and family reasons.

Sincerely,
Thomas Mathison

OFFER TO VOLUNTEER FORM

Mayor Debra Lewis, City of Ashland, 601 Main Street West, Ashland, WI 54806
Phone: 715-682-7071 Fax: 715-682-7048 dlewis@coawi.org

I would like to be considered a nominee for the following Committee or Committees:

Ashland Housing Board Committee Member

Brief statement of education and training: I have 3 years of College on at Northland College I did not graduate as I got hired by the National Park Service and worked myself from Seasonal to Permanent I worked with the Public had training at various kind with the National Park Service I also volunteered at times when I was a Seasonal at the Washburn Service I have great for people skills, boundaries and other social skills

Biography:

(Need a sense of who you are as an individual. Examples: general background, work history, life experiences, volunteer activities, special interests, special skills, hobbies, personality, people skills, etc.) At this time I'm consider Retired (62) and on Disability from the National Park Service. I grew up on a Farm I have lived in 5 states wilderness to city setting I love the outdoors and nature. I did grow up in Ashland and I'm concerned about Ashland. I have volunteered for the Ashland City Museum for about a year working on photographs so I know the history of Ashland. My Grandparents grew up here My Grandfather was Fireman on Ashland Fire Dept. I worked with the Public and with my job at the National Park Service. I also at times (days off work) at the day I enjoy being around people. I love walking, love nature and outdoor photography. I love getting out in the public and talking with people. I do have computer experience too. I am a

Individual References or Referred by (include phone #):

Dale P. Chesley

Ferry Follis

Travis Carlson

Mary Beth Seldin

Contact Information: Michael (Mickey) Anderson

Name (Print)

Phone Number

Address

Email:

Date

600 4th St W Apt 14 Ashland, WI 54806

11/15/22

My Career with the National Park Service involved different training sessions from Safety to Defensive Driving. It also involved training sessions working with people. I took on Filler Jobs at times at Wal-Mart and Gift Stores in Boulder Montana. After my Retirement I moved back here to Ashland because of Family. I did take courses on how to interact with people. I did Volunteer for the Ashland City Museum for about a year 2012. Richard Pfeiffer was the Manager at the time.

City of Ashland – Main Street Board Meeting Minutes

A meeting of the Main Street Board was held on **Wednesday, November 9th 2022 at 3:00 pm** in the City Hall Council Chambers (601 Main St W).

Present: Kyle Ellefson, Tim Pavlish, Kevin Porter, Katie Gellatly, Chamber Representative JoAnn Erickson

Absent: Katie Saarinen, Sara Beadle, Jeff Robischon

Staff Present: Jaclynn Findlay, Brant Kucera, Steven Wiley

Agenda

1) Call to Order and Roll Call

Jaclynn Findlay called the meeting to order at 3:03 pm.

2) Approval of Agenda

Motion to approve the agenda by Kyle Ellefson. Seconded by Katie Gellatly. Passed unanimously.

3) Consent Agenda

a) Approval of minutes from the October 5th, 2022 Main Street Board Meeting

Motion to approve minutes from the October 5th, 2022 Main Street Board meeting by Kyle Ellefson. Seconded by Katie Gellatly. Passed unanimously.

4) Public Comment (non-agenda items)

No public comments.

5) Old Business

a) Discussion of the Lighting Design Workshop and lighting project grants

Jaclynn Findlay provided an overview of the draft program guidelines for a Lighting Improvement Grant Program. Board members were asked to provide feedback via email on the program guidelines, prior to the next Main Street Board meeting.

No action was taken.

6) New Business

a) Announcement and discussion of the new WEDC Vibrant Spaces Grant

Jaclynn Findlay provided an overview of the Vibrant Spaces Grant, a new program through WEDC. Jaclynn suggested applying for the grant to assist with placemaking efforts at the former Baron Radiator property.

JoAnn Erickson recommended applying for a Vibrant Spaces Grant to installing Edison-style lighting in Menard Park, similar to the lighting in Otis Park.

No action was taken.

b) Discussion of Main Street Award Nominations

Jaclynn Findlay explained the purpose of the Main Street Awards and discussed the nominating procedures. Jaclynn will be attending a virtual informational session on the Main Street Awards on November 14th.

No action was taken.

c) Discussion of Book Across the Bay event partnership opportunities

Jaclynn Findlay introduced the idea of the Ashland Main Street Program partnering with the Book Across the Bay organization to host an event in the downtown during the Book Across the Bay event weekend. Jaclynn and Jeff Robischon have a meeting, scheduled for November 30th, with staff from the City of Ashland Parks Department, Vaughn Public Library, Ashland Area Farmer's Market, and Book Across the Bay, to discuss event partnership opportunities.

No action was taken.

d) Ashland Area Chamber of Commerce Report

JoAnn Erickson provided updates on the following Ashland Area Chamber of Commerce activities:

- Christmas promotions
- Billboard changes
- Holiday Shopping & Dining Guide
- Downtown decorating contest
- Shop Small Win Big Promotion
- 25 Days of Christmas Facebook Promotion
- December 3rd Customer Appreciation Day and Christmas Parade
- Book Across the Bay registration

e) Main Street Manager's Report

Jaclynn Findlay provided updates on the following Ashland Main Street activities:

- AARP Walk Audit
- Ashland Area Farmer's Market
- Tree Lighting Ceremony on December 2nd

No action was taken.

7) Adjournment

Meeting was adjourned at 4:10 p.m.

Minutes done by Jaclynn Findlay.

January 5, 2023 Airport Commission Meeting Minutes

Lloyd Orensten called the Airport Commission meeting to order at 4:30 p.m. on January 5, 2023.

AGENDA ITEM 1: ROLL CALL

Present: Lloyd Orensten (Commissioner Chair, Tom Bouchard, Richard Huber, John Coffey

Absent: Blake Ellefson

Also Present: Bill Moore (Airport Manager)

AGENDA ITEM 2: APPROVAL OF MINUTES (October 27, 2022)

A motion was made by Coffey second by Bouchard to approve the October 27, 2022 meeting minutes. The motion passed unanimously.

AGENDA ITEM 3: CITIZEN PARTICIPATION PERIOD

None

AGENDA ITEM 4: COMMISSION ITEMS

- ➔ Snow Removal Equipment Update
 - After first substantial snow storm plow truck transfer case failed. Moore talked with the staff at the City garage and they agreed to have Tomlinson's and Zifko's fix the Airport plow truck since city staff is limited right now. There are issues locating parts for the repair since plow truck is from 1978.
- ➔ Wild Life Abatement Update
 - Hunters have been out around the airport trying to keep the runways safe. Only aware of one deer that has been tagged. Multiple reporting's of many other deer around the airport.
- ➔ Terminal Central HVAC Unit Update
 - Facilities Forman Dan Homola is working with Moore to install a new HVAC unit in the airport. Homola will be paining the new duct work to match the airport. Room is all ready for install.
- ➔ M-B Broom Elements and Boss V-Plow spare parts
 - Broom elements have been ordered and delivered. V-Plow spare parts have been ordered, ordered a carbine blade in the hopes that it will last longer and not have to be replaced as often .
- ➔ NEXT GEN Obstruction Clearing Program Update
 - Tree clearing has been approved and bid is out to Highway Clearing. Will start tree clearing as soon as snow melts, will clear 6 acres of trees. Scope of project is smaller than what was originally thought.
- ➔ EAA Chapter 1676 Update
 - Chapter was unable to attend the meeting, no update at this time.

AGENDA ITEM 5: AIRPORT MANAGER'S REPORT

- Blower Repair
 - Invoice received for \$1,600 for repair.
- Rental Hanger Space
 - Discussion about hangers

AGENDA ITEM 6: APPROVAL OF BILLS

Motion to approve to pay the bills totaling \$16,348.73 biggest costs being equipment and fuel by Huber, second by Coffey. The motion passed unanimously.

AGENDA ITEM 7: SET NEXT MEETING DATE

The next Airport Commission meeting will be held on, March 23 at 4:30pm, at JFK Airport.

AGENDA ITEM 8: ADJOURNMENT

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

Minutes respectfully submitted by Chelsea List

SUBJECT: Approve to Permit the Ashland Area Farmers Market to Become a Sub-Committee of the Main Street Board (*Parks and Recreation, Main Street Program*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: *Approved unanimously by Committee of the Whole, January 10, 2023*

EXHIBITS:

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

On January 10, 2023, Council as the Committee of the Whole approved unanimously to allow the Ashland Area Farmers Market to become a subcommittee of the Main Street Program.

On January 11, 2023, the Main Street Board unanimously approved to form the Ashland Area Farmer's Market subcommittee. Main Street Board member, Sara Beadle, was appointed as the Main Street Board representative that will sit on the Farmer's Market subcommittee.

On November 5, 2022, the Ashland Area Farmer's Market Board approved to dissolve the South Shore Farmer's Market Association and turn over management of the Ashland Area Farmer's Market to the City of Ashland's Main Street Program.

The subcommittee will consist of three members from the current Ashland Area Farmers Market Board and/or 2023 Market vendors, and one representative from the Main Street Board. Thus far, Farmer's Market Board Treasurer, Scott Weber, and Main Street Board President, Sara Beadle, have volunteered to serve on the subcommittee. Farmer's Market Board President, Cheyanne Reeves, has also volunteered to serve on the subcommittee on a temporary basis to support the organization's transition, with the intent of resigning at the beginning of the 2023 Market season. Subcommittee membership will be defined in the Farmer's Market bylaws.

The Farmer's Market Board is meeting once more on February 20, 2023 to utilize their institutional knowledge and familiarity with the Market to adapt the Farmer's Market bylaws to better reflect the new organization under the management of the City. The final bylaws will be reviewed and adopted by the Main Street Board. The bylaws will define board membership, officer responsibilities, power of the Board, vendor fees, selection, and eligibility, and other business as deemed necessary by the Farmer's Market Board or the Main Street Board.

SUBJECT: Approve a Resolution to Proclaim the Third Weekend in May as the Observed World Migratory Bird Day in Ashland, Wisconsin (*Parks and Recreation*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: City Administration

EXHIBITS:

1.	Proposed Resolution No. 17709
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EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

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

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

SUMMARY STATEMENT:

The City of Ashland has been recognized as a Bird City Wisconsin since 2013. 2023 will mark the 10th anniversary of celebrating World Migratory Bird Day (formerly International Migratory Bird Day) as part of the Chequamegon Birding and Nature Festival that happens annually on the 3rd Weekend of May and organized by the Ashland Chamber of Commerce.

The mission of the Bird City Wisconsin is to encourage all communities in Wisconsin to implement sound bird-conservation practices by offering public recognition to those that succeed in (a) enhancing the environment for birds and (b) educating the public about the interactions between birds and people and about the contributions birds make to a healthy community.

Here are the top 10 reasons to become a Bird City:

1. Community Pride: Present the positive image that people want of the place where they live and conduct business.

2. Conservation Reputation: Promote and grow your community's environmental reputation by participating in a state-wide conservation program and by displaying our beautiful Bird City Wisconsin signs in your community.
3. Save Money: Without birds, we would have to spend more money on pest control and keeping natural systems in balance.
4. Make Money: In 2011, the U.S. Fish & Wildlife Service estimated that spending by birders generated \$107 billion in industry output, 666,000 jobs, and \$13 billion in tax revenue!
5. Ecosystem Health: Sustain healthy natural ecosystems by helping to maximize the number of native species in your community.
6. Family and Exercise: Birding and spending time in nature gets the whole family outside for fresh air, exercise, and relaxation!
7. Understand Nature: Birds teach us about the interconnectedness of humans and nature and show how vulnerable wildlife can be to human actions.
8. Improve the Environment: Managing green space to benefit birds not only creates better habitat for birds but also improves conditions for a host of other species... including people!
9. Do it for People: Build community spirit, foster new public-private sector partnerships, and make your community a nicer place to live.
10. Do it for Birds: Conservation actions combat population declines in Wisconsin's birds and the other species that use the same habitats.

The application for Bird City Wisconsin is due January 31st of each year. This year's application has been submitted pending this resolution.

RESOLUTION No. 17709

A RESOLUTION TO PROCLAIM THE THIRD WEEKEND IN MAY AS THE OBSERVED WORLD MIGRATORY BIRD DAY IN ASHLAND, WISCONSIN

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities, and many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring, *and*

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide, *and*

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes. Public awareness and concern are crucial components of migratory bird conservation, *and*

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations, *and*

WHEREAS, since 1993, World Migratory Bird Day (formerly International Migratory Bird Day) has become a primary vehicle for focusing public attention on the nearly 350 bird species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S., *and*

WHEREAS, hundreds of thousands of people will observe WMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun, *and*

WHEREAS, while WMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants,

WHEREAS, *and* Ashland, WI will celebrate its observance on the third weekend in May as part of the Chequamegon Bay Birding and Nature Festival, *and*

WHEREAS, WMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Ashland to recognize this observance and support efforts to protect and conserve migratory birds and their habitats in our community and the world at large, and do hereby proclaim the third weekend in May, 2023 as World Migratory Bird Day in the City of Ashland, Wisconsin, and urge all citizens to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.

PASSED: January 31, 2023

Alderson

ATTEST: _____
Denise Oliphant, City Clerk

Matt MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approve a Resolution to Apply for a Wisconsin Economic Development Corporation (WEDC) Vibrant Spaces Grant for the Ashland Rotary Bayview Splashpad (*Parks and Recreation*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: City Administration

EXHIBITS:

1.	Proposed Resolution No. 17710
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EXPENDITURES REQUIRED: TBD

AMOUNT BUDGETED: \$110,000.00 - Ashland Rotary Club

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

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

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

SUMMARY STATEMENT:

The new Vibrant Spaces Grant is a pilot program within the Community Development Investment (CDI) Grant Program. This grant is designed to assist with creating vibrant and engaging communities that make it easier to recruit and retain residents, sustain a robust labor force, and enhance local quality of life. With the help of this grant Bayview Park will better foster community connections and provide an accessible location for the programming and amenities that local residents desire—with the additional benefit of boosting foot traffic for area businesses.

The City of Ashland has been working with the Ashland Rotary Club to construct a splash pad at Bayview Park. The city staff feels that the Ashland Rotary Bayview Park Splash Pad Project meets the qualifications for the grant opportunity by:

- Incorporating multiple improvements within a public space

- Demonstrating community engagement and support via a community document/plan and civic partners
- Ready to begin construction during 2023
- Increasing the number and type of audiences using the space
- Creating a visible and lasting transformation that foster public activity
- Creating a visible and pedestrian-oriented public space
- Increasing the potential of the space to attract multiple user groups and activities
- Increasing the impact of the project on the community, the district and nearby businesses

This grant opportunity is only open to local governments. The City will be requesting \$50,000 for the purchase of the splashpad equipment. This is 1:1 match and the match will be coming from the Ashland Rotary Club. Application deadline is January 31, 2023.

RESOLUTION No. 17710

RESOLUTION TO APPLY FOR A WISCONSIN ECONOMIC DEVELOPMENT CORPORATION (WEDC) VIBRANT SPACES GRANT FOR THE ASHLAND ROTARY BAVIEW SPLASHPAD

WHEREAS, The City of Ashland is interested in obtaining a grant from the Wisconsin Economic Development Corporation for the purpose as described in the application; and

WHEREAS, financial aid is required to carry out the project;

THEREFORE, BE IT RESOLVED, that The City of Ashland, working the Ashland Rotary Club have budgeted a sum sufficient to complete the project or acquisition and

HEREBY AUTHORIZES Sara Hudson, Director for the City Parks and Recreation to act on behalf of the City of Ashland to:

- Submit an application to the Wisconsin Economic Development Corporation for any financial aid that may be available;
- Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
- Submit signed documents; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that the City of Ashland will comply with state or federal rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin approval in writing before any change is made in the use of the project site.

PASSED: January 31, 2023

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Matt MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

SUBJECT: Approve the Ashland Fire Department to Purchase EKG Monitors from Stryker Medical (*Fire Department*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Fire & EMS Department

CLEARANCES: Fire Chief

EXHIBITS:

1.	Stryker Medical Quote
2.	Zoll Medical Corporation Quote
3.	Ferno Quote

EXPENDITURES REQUIRED: \$229,359.93

AMOUNT BUDGETED: \$265,000.00 Capital

**APPROPRIATION
REQUIRED:** N/A

**TREASURER'S
CERTIFICATE:** The Treasurer's Office has certified on January 23, 2023 that Stryker Medical is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

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

SUMMARY STATEMENT:

The Ashland Fire Department staff have been planning for this replacement purchase for over four years. Three different manufacturers lent us EKG monitors for staff to use on EMS calls for multiple months. Our current LIFEPAK monitors have provided us with nine years of trouble-free use. Over the last four years, repair costs have increased and some parts are no longer supplied by the original manufacturer, facilitating the need for used parts to repair our cardiac monitors.

The Ashland Fire Department requested proposals from the three manufacturers. After extensive research of the products, warranties, and each monitor's abilities, LIFEPAK 15 is believed to be the best value for the service

life (10 years) of the monitor. The Stryker proposal includes a five-year service agreement for on-site preventative maintenance and all needed cables, probes, bags, and equipment to immediately put the monitors into service.

The current lead time is 44 weeks once the order is placed. In February, the prices will increase at least 5% across the board, which is \$11,000 more than the price on this quote from Stryker.

The Fire Chief recommends approving the purchase of six LIFEPAK 15 monitors/defibrillators from Stryker Medical in order for Ashland Fire Department paramedics to maintain the high level of service that our citizens have come to expect.



Ashland FD 2023 LP15s

Quote Number: 10555350

Remit to: **Stryker Medical**

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: ASHLAND FIRE DEPT

Rep: Peter Swetkovich

Attn: Chris Pribek

Email: pete.swetkovich@stryker.com

cpribek@coawi.org

Phone Number: 763-312-0470

(715) 682-7052

Quote Date: 01/09/2023

Expiration Date: 01/31/2023

Delivery Address

Name: ASHLAND FIRE DEPT

Account #: 1335630

Address: 215 6TH ST E

ASHLAND

Wisconsin 54806

End User - Shipping - Billing

Name: ASHLAND FIRE DEPT

Account #: 1335630

Address: 215 6TH ST E

ASHLAND

Wisconsin 54806

Bill To Account

Name: ASHLAND FIRE DEPT

Account #: 1335630

Address: 215 6TH ST E

ASHLAND

Wisconsin 54806

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001588	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, BT, Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	6	\$38,103.24	\$228,619.44
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	6	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	16	\$461.60	\$7,385.60
4.0	11171-000082	Masimo RC Patient Cable - EMS, 4 FT.	6	\$233.60	\$1,401.60
5.0	11171-000049	Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	6	\$597.60	\$3,585.60
6.0	21300-008147	LIFEPAK 15 NIBP Straight Hose, 9'	6	\$77.60	\$465.60
7.0	11160-000013	NIBP Cuff-Reusable, Child	6	\$24.80	\$148.80
8.0	11160-000017	NIBP Cuff -Reusable, Large Adult	6	\$34.40	\$206.40
9.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	6	\$314.40	\$1,886.40
10.0	11220-000028	LIFEPAK 15 Carry case top pouch	6	\$56.80	\$340.80
11.0	11260-000039	LIFEPAK 15 Carry case back pouch	6	\$80.80	\$484.80
13.0	MVAI100U	Microstream Advance intubated filter line adult-pediatric, 100 ct	3	\$923.20	\$2,769.60
15.0	11141-000115	REDI-CHARGE Base (power cord not included)	2	\$1,497.60	\$2,995.20



Ashland FD 2023 LP15s

Quote Number: 10555350

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Prepared For: ASHLAND FIRE DEPT

Rep: Peter Swetkovich

Attn: Chris Pribek

Email: pete.swetkovich@stryker.com

cpribek@coawi.org

Phone Number: 763-312-0470

(715) 682-7052

Quote Date: 01/09/2023

Expiration Date: 01/31/2023

#	Product	Description	Qty	Sell Price	Total
16.0	11140-000052	LP15 REDI-CHARGE Adapter Tray	2	\$203.20	\$406.40
Equipment Total:					\$250,696.24

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-15V1V2-LP15	TRADE-IN-STRYKER LP15V1/V2 TOWARDS PURCHASE OF LIFEPAK 15	6	-\$6,500.00	-\$39,000.00

ProCare Products:

#	Product	Description	Years	Qty	Sell Price	Total
12.0	78000171	LIFENET Asset, per device	1	6	\$119.00	\$714.00
14.1	78000627	ProCare LIFEPAK 15 Preventive Maintenance: Annual onsite preventive maintenance inspection for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	5	6	\$2,201.50	\$13,209.00
ProCare Total:						\$13,923.00

Price Totals:

Estimated Sales Tax (0.000%): \$0.00

Freight/Shipping: \$3,740.69

Grand Total: \$229,359.93

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Quote No: Q-17958

Ashland Fire Department
215 6th Street East
Ashland, WI 54806

ZOLL Customer No: 96

Matthew Spangler
(715) 682-7052
mspangler@coawi.org

Quote No: Q-17958

Version: 1

Issued Date: November 23, 2021
Expiration Date: January 22, 2022

Terms: NET 30 DAYS

FOB: Shipping Point
Freight: Prepay & Add

Prepared by: Daniel Brehm
EMS Territory Manager
dbrehm@zoll.com
+1 2623128868

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		601-2231011-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, EtCO2, CPR Expansion Pack Includes: 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-Ion battery, Carry case, Operator Manual, Quick Reference Guide, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Welch Allyn NIBP with Smartcuff, 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Orion Microstream Technology. Microstream tubing set sold separately •	6	\$41,220.60	\$33,800.89	\$202,805.34
2		REUSE-12-2MQ	Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist Lock connector	6	\$52.50	\$40.43	\$242.58
3		REUSE-10-2MQ	Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2-Tube, Twist Lock connector	6	\$52.50	\$40.43	\$242.58

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Ashland Fire Department
Quote No: Q-17958

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
4		REUSE-09-2MQ	Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector	6	\$52.50	\$40.43	\$242.58
5		8000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable	6	\$252.35	\$194.31	\$1,165.86
6		8000-000371	rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	6	\$870.35	\$670.17	\$4,021.02
7		8000-0580-01	Six hour rechargeable Smart battery	6	\$519.75	\$400.21	\$2,401.26
8		8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries	1	\$1,022.02	\$786.96	\$786.96
9		8778-89055-WF	X Series - Worry-Free Service Plan - 5 Years On-Site At Time of Sale Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional lithium SurePower Batteries, discount on parameter upgrades, Lithium-Ion SurePower II Battery replacement upon failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. • ACCIDENTAL DAMAGE COVERAGE Includes one case replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. • BATTERY REPLACEMENT PROGRAM - Batteries must be maintained per ZOLL's recommended maintenance program. - Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower battery or SurePower Charger display a fault. - Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician.	6	\$8,435.00	\$7,591.50	\$45,549.00

Subtotal: \$257,457.18

Total: \$257,457.18

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Quote Prepared For Our Valued Customer:
Ashland Fire Dept.

Account ID: 26368600

Quote #: 15681

Customer Contact:

Chris Pribek

Billing Address:

Ashland Fire Dept.

Shipping Address:

Ashland Fire Dept.

300 Stuntz Ave

Ashland, WI

54806

300 Stuntz Ave

Ashland, WI

54806

Terms: Net 30 Days

Valid Until: Sep 30, 2022 Freight Quote #:

Carrier: Truck

FOB Origin: TBD

Your Sales Representative is:
Holly Dietzler
h.dietzler@ferno.com
(612) 581-8200
Your Customer Service Contact is:
Sam Johnson
s.johnson@ferno.com
(877) 733-0911

Quantity	Item #	Product	Customer Price
5	98970600167	TEMPUS ALS MAN PACKAGE 2 Tempus Pro - Printer, SpO2, NIBP, ECG, ETCO2 & Temp (single-channel) Includes: USA Mains Cable (01-2055), Pro Rechargeable Battery (01-2051), Adult Plus Reusable NIBP Cuff (01-2271), Blood Pressure Hose (8ft, 01-2074), Rail System & Saddlebag- (01-2241 & 05-2036), Tempus Pro Shoulder Strap & Kit (05-2038), Masimo Rainbow Cable RC25-4RA 25-Pin (01-2088), MasimoSET M-LNCS DBI Adt Reusable Sensor (01-2089), Temp adaptor cable (01-2079), Operator Manual (43-2001), Maintenance Manual (43-2003), 1 roll of paper (01-2186), Tempus LS-Manual Defibrillator- 5.7" color screen, fixed & demand pacing, manual defibrillation and cardioversion, CPR metronome. Includes: 3-Lead ECG Cable (01-2068), LS rechargeable Battery (01-3011)	\$ 153,300.00
5	98970600146	ENGLISH	\$ 5.00
5	98970600125	PT DATA EMAIL LIC	\$ 5.00
5	98970600126	EPCR EXPORT LIC	\$ 5.00
5	98970600127	12-LD ECG LIC (AAMI)	\$ 13,650.00
5	98970600213	GLASGOW ECG ALGORITHM	\$ 974.40
5	98970600122	ST & QT REAL TIME LIC	\$ 2,100.00
5	98970601000	IS CORSIUM REACHBAK, AN/1YR	\$ 3,150.00
5	98970600174	TEMPUS PRO POUCH RAIL SYS - RT	\$ 315.00
5	27425-45-03-RLS	PAX TEMPUS PROR/LS SYS-RAILS	\$ 3,180.00

Quantity	Item #	Product	Customer Price
5	98970600120 1	MASSIMO RNBW SPCO FACTORY LIC	\$ 13,650.00
5	98970600061 1	MS RNBW DCI ADULT-CLIP 3FT	\$ 3,990.00
5	0990117	TRADE IN PRODUCT — Will take trade in of old devices	\$ 0.00

Hard Copy PO Required? ☐ Yes ☐ No

Approval: _____

Printed Name

Signature

Credit Card: _____ Secure Code: _____ Exp: _____

Comments:

Subtotal: \$ 194,324.40

Sales Tax: \$ 0.00

Shipping Quote: \$ 0.00

Your Price: \$ 194,324.40

SUBJECT: Approve Ambulance Service Provider Agreement between Bayfield County and Ashland Fire and EMS (*Fire & EMS Department*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Fire & EMS Department

CLEARANCES: Mayor

EXHIBITS:

1.	Correspondence from Bayfield County Administrator, January 9, 2023
2.	Ambulance Service Provider Agreement between Bayfield County and Ashland Fire and EMS

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

**APPROPRIATION
REQUIRED:** N/A

**TREASURER'S
CERTIFICATE:** The Treasurer's Office has certified on January 26, 2023 that Bayfield County is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

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

SUMMARY STATEMENT:

Bayfield County began assessing a county wide tax to support EMS agency providers in Bayfield County in 2023. The revenues from this tax are being distributed equally to all nine EMS providers in Bayfield County. The Ashland Fire Department provides EMS coverage to the townships of Eileen and Pilsen. The Ashland Fire Department also has EMS mutual aid agreements with Bayfield County EMS providers, and provides paramedic intercepts to Bayfield County EMS providers upon request.

If approved, the agreement provides \$20,000 for the Ashland Fire and EMS Department to be used as it sees fit.

The only requirement is a requirement to report back to Bayfield County how the funds are used.

These funds were not anticipated and at this time, no purpose has yet been identified to allocate these funds, although various EMS equipment items could be added to increase our capabilities. Options are to improve staffing, service delivery, or professional dispatch service, but there is no requirement to increase the current level of service AFD already provides.



Bayfield County Administrator

117 E 5th Street, PO Box 878, Washburn, WI 54891

Ph: 715-373-6181 Fx: 715-373-6153

Mark Abeles-Allison, *County Administrator*
Kristine Kavajecz, *Human Resources Director*

January 9, 2023

Bayfield County
Emergency Services Providers

Dear Bayfield County Emergency Service Provider:

In 2021 and 2022, Bayfield County held advisory committee meetings to address key challenges facing rural EMS agencies. As a result, the committee recommends creating a County Wide EMS agency so additional resources can be available to assist local EMS providers, as Wisconsin State Statutes allow.

With the approval of the Advisory Committee, EMS Council, and many elected officials, Bayfield County has established a county-wide Mass Casualty EMS team that will contract with area EMS agencies. With a signed contract, Bayfield County agrees to pay each service \$20,000 in 2023 for continued EMS Services for their districts.

Agencies are asked to track spending related to the distribution and be prepared to provide a report in early August as to the impact the funds have made for your agency and community. These reports will be used to decide the future of the project for 2024. We encourage agencies to use these funds to create a positive impact for their service and we are not adding restrictions to how the funds are used.

Attached, please find the agreement provided by Bayfield County Corporation Counsel John Carlson. We ask that these signed agreements be returned as soon as possible by February 17, 2023. Please review this and reach out to either of us for more detailed information.

Sincerely,

Mark Abeles-Allison
County Administrator
Mark.abeles-allison@bayfieldcounty.wi.gov

Meagan Quaderer
Emergency Management Director
Meagan.Quaderer@bayfieldcounty.wi.gov

AMBULANCE SERVICE PROVIDER AGREEMENT
BETWEEN BAYFIELD COUNTY
AND _____

THIS AGREEMENT is entered into effective as of January 1, 2023, between Bayfield County, a Wisconsin quasi-municipal corporation (the "County"), and _____, who is referred to as the "Provider".

WHEREAS, the County has established an emergency medical services program under the authority of section 256.12 of the Wisconsin Statutes, coordinates the overall EMS System, and has elected to utilize the Provider pursuant to this intergovernmental agreement under authority of section 66.0301 of the Wisconsin Statutes, and may consider additional providers as needed.

WHEREAS, a primary objective is transparency and accountability for the system to all citizens of Bayfield County, in accordance with Chapter 256 of Wisconsin Statutes and Administrative Code provisions adopted thereunder, with the agreed-upon goals of improving the EMS System which the parties believe will be most efficiently furnished by establishing services on a contractual basis in the manner provided herein; and

WHEREAS, all parties agree on the need for continuous improvement of the Emergency Medical Services System throughout the County with the goals of proper staffing, better integration, improved service delivery, and a professional dispatch service, with the long term goal of continuously improving performance and system flexibility.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each other contained in this Agreement and other good and valuable consideration, receipt of which is hereby mutually acknowledged, the parties agree as follows:

1. The purpose of this Agreement is to support EMS agencies in Bayfield County in the improvement of staffing, service delivery, and a professional dispatch service.
2. Provider shall maintain the level of service it is currently providing as of the date of this agreement.
3. Bayfield County will remit \$20,000 to the Provider upon the execution of this agreement. Providers will track spending related to the distribution and be prepared to provide a report in August as to the impact the funds have made for the Provider and communities served by the Provider. These reports will be used to decide the future of the project for 2024.
4. Provider shall comply with all state and federal laws and regulations in providing service. Specifically, Wis. Stat. Chap. 256 and DHS 110, as well as any successor versions enacted by the State.
5. Provider shall not use the County's name in its service trade name and public information programs, unless agreed to in writing by the County.

6. The Provider shall establish and maintain adequate inventory control policies and procedures.
7. The Provider shall be responsible for the costs of the Wisconsin EMS license issued to the provider issued by the Department of Health Services.
8. Provider shall maintain, at all times during the term of this Agreement, insurance by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best Financial Strength Rating of B-. If no AM Best rating is available, the insurance company may have a rating from another rating agency that is reasonably equivalent to or better than an AM Best Financial Strength Rating of B- (Fair/Adequate ability to meet obligations). Provider shall supply a Certificate of Insurance (COI) to the County within 30 days after execution of this Agreement.
9. Provider agrees to hold harmless, pay the cost of defense including actual attorney fees, and indemnify the County from all claims, lawsuits, and liability for loss, damage or injury to the person or property of others that arise out of occurrences related to the negligent acts or omissions of Provider, its employees, officers, agents, and representatives in the performance of this Agreement.
10. County agrees to hold harmless, pay the cost of defense including actual attorney fees, and indemnify the Provider from all claims, lawsuits, and liability for loss, damage or injury to the person or property of others that arise out of occurrences related to the negligent acts or omissions of County, its employees, officers, agents and representatives in the performance of this Agreement.
11. Notwithstanding any other provision of this Agreement to the contrary, in the event that the County loses its levy limit exemption for a Countywide Emergency Medical System under 66.0602(3)(e)6 of the Wisconsin Statutes, and sufficient budgeted funds are not available for a new fiscal year, the County shall notify Provider in writing within five (5) days of the determination of such occurrence, and this Agreement shall terminate on the last day of the current fiscal year without penalty or expense to the County.
12. The initial term of this Agreement shall be for 12 months, commencing January 1, 2023 and terminating at midnight, December 31, 2023. This Agreement shall automatically renew unless the Provider notifies the County by September 1st that the Provider is terminating this Agreement or if the County notifies the Provider by October 1st, that the County is terminating this Agreement.
13. Provider shall not assign any portion of the Agreement for services to be rendered without first obtaining written consent from the County. Any assignment made contrary to the provisions of this Agreement shall, at the option of the County, terminate the Agreement and shall not convey any rights to the assignee.
14. Other provisions of this Agreement notwithstanding, the County recognizes that it does not exercise control over the daily operation of the Provider regarding individual manpower

assignments, terms, benefits, or conditions of employment established by a collective bargaining agreement, or duties and obligations of any town board or commission, nor is the County bound by them.

15. Unless otherwise specified, all notices, consents, and agreements required or permitted by this Agreement shall be in writing, and shall be addressed as follows:
16. The laws of the State of Wisconsin shall govern the validity, interpretation, construction, and performance of this Agreement.
17. Pursuant to Wisconsin's Open Records Law, sections 19.21, et. seq. , Wis. Stats. , Provider shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service; Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in section 19.35, Wis. Stats. , or as otherwise provided bylaw; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized bylaw; Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.
18. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

EMS Agency Director

Date

Municipal Signatory

Date

Lynn Divine, County Clerk

Date

Dennis Pocernich, County Board Chair

Date

SUBJECT: Authorize the Purchase a Replacement Equipment Trailer 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.	Project and Capital List 2023 - Public Works Equipment
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EXPENDITURES REQUIRED: Not to Exceed \$ 75,000.00

AMOUNT BUDGETED: \$ 55,000.00 - CP 460 Public Works Equipment
\$ 20,000.00 - Future Sale of Existing Equipment Trailer
\$ 75,000.00

**APPROPRIATION
REQUIRED:** \$ 0

**TREASURER'S
CERTIFICATE:** The Public Works Department will request certification from the Treasurer's Office that the selected vendor is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances prior to authorizing the purchase.

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 Mayor has chosen to direct this item directly to Council pursuant to the authority granted to him in Chapter 51, Ashland City Ordinances.

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

SUMMARY STATEMENT:

The Public Works Department maintains a trailer that is necessary for transporting large equipment that does not have appropriate tires allowed for use on city streets. Such equipment is referred to as "tracked" and includes city assets like the bull dozer and excavator. This equipment is often used for emergency response and repair work that necessitates immediate access to an equipment trailer.

The Public Works Director is requesting Council authorize staff to expend the funds budgeted in the 2023 Capital Budget for a replacement equipment trailer. Chapter 194 Procurement Of Goods And Services And Approval Of Change Orders For Public Construction Projects, Ashland City Ordinances, requires that the Council authorize any purchases of more than \$30,000.

The City is managing a significant challenge in updating fleet equipment and the purchase of used equipment presents a significant opportunity for cost savings. The Public Works Department's capital request for 2022 was predicated on the purchase of a used equipment trailer. The Public Works Director is requesting authorization for the expenditure in advance of the actual purchase to allow the department to promptly purchase a used trailer once one is found. The City frequently uses a public auction organization to sell used assets and would look for similar resources to identify a suitable used equipment trailer. The time required to schedule purchases for Council approval often precludes the use of such resources for used equipment purchases due to timelines to complete the purchase and the need to coordinate with City Council meeting schedule.

Authorization of City staff to complete the purchase as budgeted for in the 2023 Capital Budget will increase the chances that staff can identify a suitable used replacement trailer within the amount budgeted.

2023 Project and Capital List										Sources of Project Revenues										TOTAL PROJECT SOURCES		Estimated Fund Balance Dec 31st	Fund Balance Restricted to Specific Project
		Estimated Fund Balance Jan 1st	Project Expenditures				Transfers				2022 Levy/Trans				Borrowing		Other Source		Use (Increase) Fund Balance				
			Project Expenditure Request	Transfers OUT	TOTAL EXPENSES TRANSFERS OUT		IN from																
TID # 10 Project Fund (CP 414)																							
Various projects per the project plan			\$ (15,150)	\$ -	\$ (15,150)						\$ -	\$ 27,770	Increment	\$ -	\$ -		\$ (12,620)	\$ 15,150					
Downtown improvement grants			(17,100)	-	(17,100)						-	-	-	-	-		17,100	17,100					
Interest on Advance from fund 250			(10,730)	-	(10,730)						10,730	-	-	-	-		-	10,730					
TOTALS		\$ 26,590	\$ (42,980)	\$ -	\$ (42,980)						\$ -	\$ 38,500		\$ -	\$ -		\$ 4,480	\$ 42,980	\$ 22,110	\$ 22,110			
Public Transportation (CP 415)																							
Future transportation projects			\$ -	\$ -	\$ -						\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -			
TOTALS		\$ 22,000	\$ -	\$ -	\$ -						\$ -	\$ -		\$ -	\$ -		\$ -	\$ 22,000	\$ 22,000				
Building & Facilities (CP 450)																							
Building Facilities Master Plan Ph 2			\$ (75,000)	\$ -	\$ (75,000)						\$ 15,500	\$ -		\$ -	\$ -		\$ 59,500	\$ 75,000					
(Includes \$37K S-T Borrowing) TOTALS		\$ 84,000	\$ (75,000)	\$ -	\$ (75,000)						\$ 15,500	\$ -		\$ -	\$ -		\$ 59,500	\$ 75,000	\$ 24,500	\$ 24,500			
Waterfront Develop (CP 453)																							
Room tax revenue estimate			\$ -	\$ -	\$ -						\$ -	\$ 140,000	Rm Tax	\$ -	\$ -		\$ (140,000)	\$ -	\$ -	\$ -			
Transfer to GF 100 - GF Parks maintenance reimbursement			-	(20,000)	(20,000)						-	-	-	-	-		20,000	20,000					
Transfer to SR 245 Oredock Upland Master Plan			-	(75,000)	(75,000)						-	-	-	-	-		75,000	75,000					
ARTS Repair - 22nd Ave W Outfall to Sanbl			-	(58,380)	(58,380)						-	-	-	-	-		58,380	58,380					
Transfer to CP 481 Kreher Park Campground			-	(100,000)	(100,000)						-	-	-	-	-		100,000	100,000					
TOTALS		\$ 330,000	\$ -	\$ (253,380)	\$ (253,380)						\$ -	\$ 140,000		\$ -	\$ -		\$ 113,380	\$ 253,380	\$ 216,620	\$ 216,620			
Equipment Leases (454)																							
Public Works Truck Leases - two			\$ (16,260)	\$ -	\$ (16,260)						\$ 10,000	\$ 10,000	Veh Sale	\$ -	\$ -		\$ (3,740)	\$ 16,260					
Public Works Truck Lease - ADD two			(18,000)	-	(18,000)						15,000	-	-	-	-		3,000	18,000					
City Hall Car - employee out-of- town travel			(5,580)	-	(5,580)						-	5,000	Veh Sale	-	-		580	5,580					
TOTALS		\$ 1,050	\$ (39,840)	\$ -	\$ (39,840)						\$ 25,000	\$ 15,000		\$ -	\$ -		\$ (160)	\$ 39,840	\$ 1,210	\$ 1,210			
Public Works Equipment (CP 460)																							
PW Equipment (Tag Along Trailer)			\$ (75,000)	\$ -	\$ (75,000)						\$ -	\$ 20,000	Trade-in	\$ 55,000	\$ -		\$ -	\$ 75,000					
Replacement Front End Loader (644E)			(345,000)	-	(345,000)						-	30,000	Trade-in	315,000	-		-	345,000					
Replacement 1 TN Dump Truck			(65,000)	-	(65,000)						-	12,500	Trade-in	52,500	-		-	65,000					
Replacement Street Sweeper			(335,000)	-	(335,000)						-	40,000	Trade-in	295,000	-		-	335,000					
Replacement Motor Grader			(310,000)	-	(310,000)						-	27,000	Trade-in	283,000	-		-	310,000					
TOTALS		\$ 2,500	\$ (1,130,000)	\$ -	\$ (1,130,000)						\$ -	\$ 129,500		\$ 1,000,500	\$ -		\$ -	\$ 1,130,000	\$ 2,500	\$ 2,500			

SUBJECT: Approve to Purchase a Schwarze Avalanche Street Sweeper from RNOW Equipment, Inc. for the Public Works Department (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
City Attorney
Director of Public Works
Streets Foreman

EXHIBITS:

1.	Bidding Summary for 2023 Six Wheel Single Engine Broom Street Sweeper with Cleated Belt Conveyor
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EXPENDITURES REQUIRED: \$ 313,466.50 Bid Price
\$ 15,673.33 5% Contingency
\$ 329,139.83 Total

AMOUNT BUDGETED: \$ 295,000.00 CP Fund 460 Public Works Equipment
\$ 38,100.00 Trade In of Existing Street Sweeper*
\$ 333,100.00 Total

*The existing street sweeper will be traded in to RNOW Equipment as part of the purchase of the new sweeper

APPROPRIATION REQUIRED: \$ 0

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 25, 2023, that RNOW Equipment, Inc is in compliance with the provisions of Chapter 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 Streets Division utilizes a street sweeper daily in the months of May through October, with a staff member dedicated to street sweeping on a full-time basis during those months. Street sweeping has obvious aesthetic benefits by way of improving the city's appearance, but is also a basic tenant of stormwater management.

Primarily, the street sweeper allows the Streets Division to keep storm drain inlets cleared to allow for drainage, preventing erosion and preserving the life of streets. Also, natural waterways are susceptible to the

degradation of water quality through excess nutrient loading, primarily nitrogen and phosphorus, which can lead to undesirable vegetation (i.e. algae) in the waterways and reduce dissolved oxygen necessary for aquatic life. Street sweeping protects water quality by reducing the amount of leaves that enter our waterways. Studies have shown that leaves contribute 25% of nutrient loading in natural waterways. Finally, street sweeping helps to prevent contaminants such as trash, sediment, oil, grease, antifreeze, pesticides, fertilizers, and animal waste from entering our waterways.

The Streets Division has practiced street sweeping since 1958 and has historically planned for the replacement of the street sweeper on a ten-year interval. The existing Elgin Pelican street sweeper was purchased in 2011 and has been kept in good working condition. As a result, replacement has been deferred based on the recommendation of the City's Head Mechanic.

The Streets Foreman advertised for bids to purchase a new street sweeper. Three bids were received, with RNOW Equipment, Inc. providing the lowest bid. The Schwarze Avalance model includes minor deviations from the specifications advertised by the Public Works Department that have been reviewed and approved by staff. The estimated delivery timeframe is Fall 2023 and the City's Head Mechanic reports no concerns about keeping the existing street sweeper in operation for the upcoming season.

The Public Works Department recommends approval of the purchase of the Schwarze Avalance Street Sweeper from RNOW Equipment, Inc. for a not-to-exceed amount of \$329,129.83. This amount includes a 5% contingency which will allow staff to work with RNOW Equipment, Inc. to make some modifications to the street sweeper prior to manufacturing that will best suit the department's needs.

	Curbtender	MacQueen	RNOW
Make/Model	Cubtender Warrior	Elgin Broom Bear	Schwarze Avalance
Bid Price	\$294,600.00	\$359,000.00	\$313,466.50
Trade In	\$0.00	\$25,000.00	\$38,100.00
Total Cost	\$294,600.00	\$334,000.00	\$275,366.50



BIDDING SUMMARY FOR:

2023 Six Wheel Single Engine Broom Street Sweeper with Cleated Belt Conveyor

BID DATE: December 21, 2022 at 2:00pm (Central)

BIDDING COMPANY	AMOUNT OF BID
MACQUEEN Equipment Group	Purchase no trade \$359,000 ⁰⁰ Price W/Trade of \$25,000 ⁰⁰ = \$334,000
Curb Tender	Purchase \$294,600 Price
RNow Inc	Purchase Price \$313,466 ⁵⁰ Trade in \$38,100 ⁰⁰ = \$275,366.50

WITNESS

DATE

12/21/22

WITNESS

DATE

12-21-22

12-21-22

SUBJECT: Approve a Resolution to Approve the Addition of Price County to join the BART Commission as an Amendment to the BART Charter (*Mayor*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS:

1.	Proposed Resolution No. 17711
2.	Exhibit A
3.	Exhibit B
4.	Price County Resolution No. 43-22

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:** NA

**TREASURER'S
CERTIFICATE:** NA

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 Mayor has chosen to direct this item directly to Council pursuant to the authority granted to him in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

Bay Area Rural Transit (BART) Manager Patrick Daoust has requested the City of Ashland, along with the City of Bayfield, City of Washburn, Ashland County, Bayfield County, Bad River Reservation, and Red Cliff Reservation, to approve a resolution to allow a change in its charter for the addition of Price County. The unanimously approved resolution from Price County is attached.

The addition of Price County allows for a representative on the BART Commission Board. BART has been working cooperatively in Price County since 2016, and this county has grown to become a major contributor to BART's yearly budget. There would not be any effect on the contribution from the City of Ashland should Council approve the resolution.

RESOLUTION No. 17711

RESOLUTION TO APPROVE THE ADDITION OF PRICE COUNTY TO JOIN THE BART COMMISSION AS AN AMENDMENT TO THE BART CHARTER

WHEREAS, the Bay Area Rural Transportation Commission (hereinafter “BART”) is a commission formed under Wisconsin Statutes Chapter 66; and

WHEREAS, the Red Cliff and Bad River bands of Lake Superior Chippewa; the Cities of Bayfield, Washburn, and Ashland; and the Counties of Bayfield and Ashland (hereinafter “Members”) are the current members of the Commission; and

WHEREAS, Price County has passed an ordinance accepting the Charter and its rights and responsibilities and filed a certified copy of the ordinance with the BART Commission; and

WHEREAS, Price County has designated a representative to the BART Commission Board; and

WHEREAS, Members executed a Charter on August 21, 1984 (Exhibit A).

THEREFORE BE IT RESOLVED, Article X of the Charter states it may be amended by a two-thirds vote of the Board and upon ratification by a majority vote of the governing bodies of Members.

Members jointly resolve on as follows:

- (1) Members approve the addition of Price County to the BART Commission.
- (2) Price County shall have one Commissioner.
- (3) A typographical error in Article VIII, Section 2, is also being corrected to require an audit within five months of the close of each fiscal year.
- (4) Accordingly, the attached amendment to the BART Charter (Exhibit B) is approved. Price County shall file a certified copy of this ordinance with the BART Commission.
- (5) By signing this joint resolution, Price County ratifies its ordinance accepting the Charter and its rights and responsibilities by its representative’s endorsement.

BE IT FURTHER RESOLVED that the City of Ashland Common Council approve the joint resolution and amendment to the BART Charter attached as Exhibit B.

PASSED: January 31, 2023

Alderson

ATTEST: _____
Denise Oliphant, City Clerk

Matt MacKenzie, Mayor

APPROVED AS TO FORM:

Tyler Wickman, City Attorney

EXHIBIT A

CHARTER

BAY AREA RURAL TRANSPORTATION COMMISSION

The parties to this contract agree to and do hereby create a commission to be known as the Bay Area Rural Transportation Commission.

ARTICLE I

CREATION, NAME, PURPOSE AND DEFINITIONS

Section 1 - Authority: This commission is created under, by virtue of and pursuant to the provisions of S. 66.30, Wis. Stats., as amended.

Section 2 - Name: The commission shall be known as the Bay Area Rural Transportation Commission; hereinafter referred to as the "Commission".

Section 3 - Purpose: To provide, preserve, promote, protect, plan, assist, finance, acquire, operate, maintain and enhance existing and future transportation systems in Ashland and Bayfield Counties, Wisconsin including but not limited to the existing Bay Area Rural Transit System, BART, providing service to the communities of Red Cliff, Bayfield, Washburn, Ashland, Odanah and the corridor connecting these communities to establish and maintain effective coordinated public transportation services for the benefit of the member municipalities.

Section 4 - Definitions: For the purpose of this agreement:

- (a) "Municipality" means any city, village, town, county or federally recognized Indian tribe or band.
- (b) "Transportation System" means any public or private passenger or freight transportation facility or operation including, but not limited to motor buses or any other systems of public transportation utilized by, or for the benefit of the citizens of Wisconsin. The term "transportation system" will be broadly construed to include auxiliary facilities such as but not limited to depots, maintenance facilities, and motor vehicle parking areas.
- (c) "Governing body" means (1) the common council of a city; (2) the board of trustees or board of supervisors of a village or town; (3) the board of supervisors of a county; (4) the tribal council of a federally recognized Indian tribe or band; or (5) the board of Commissioners or trustees of a mass transit commission, district or authority.
- (d) "Board" means the Board of Commissioners of the Bay Area Rural Transportation Commission.
- (e) "Member Municipality" means a municipality which is a member of the Commission under the terms of Article II of this contract.
- (f) "Commissioner" means a person designated by a Member Municipality or by the Board pursuant to ART. II Sec. 10 to serve on the Board of the Commission.
- (g) "Fiscal Year" means January 1 through December 31.

ARTICLE II

MEMBERSHIP

Section 1 - Creators: The Red Cliff and Bad River bands of Lake Superior Chippewas, the Cities of Bayfield, Washburn and Ashland and the Counties of Bayfield and Ashland are the creating municipalities and original members of this Commission.

Section 2 - Member Eligibility and Procedure: Any other municipalities within the Counties of Ashland and Bayfield are eligible for membership upon ordinance of their governing bodies accepting this contract, filing a certified copy of such ordinance with the Commission, and approval by a majority vote of the Board. The municipality shall designate the name of their representatives to the Board. These municipalities shall then be members of the Commission subject to compliance with Wis. Statutes with rights and responsibilities as specified in the by-laws.

Section 3 - Financial Contributions: Any member who fails to comply with Article VI, Section 5 (payment of allocated cost) shall, upon resolution of the Board, cease to be a member in good standing, and its representatives on the Board shall be ineligible to vote until payment is made.

Section 4 - Withdrawal: Any member Municipality may withdraw from the Commission upon a majority vote of its governing body.

Section 5 - Number of Commissioners Per Member: The number of Commissioners representing each municipality shall, as closely as possible, be equal to that municipality's proportionate share of the cost of operating the BART system with each member having at least one Commissioner. Original membership Commissioners shall consist of:

City of Ashland - 2
Ashland County - 1
Bad River Reservation - 1
Bayfield County - 1
City of Washburn - 1
City of Bayfield - 1
Red Cliff Reservation - 1

(*) Each representative shall have 1 vote.

Section 6 - Term: The Commissioners shall serve for a period of two (2) years, four to be appointed each year so as to provide a staggering of terms.

Section 7 - Compensation: Commissioners shall not be paid, by the Commission but shall be compensated for authorized travel and other expenses.

Section 8 - Removal: A commissioner may be removed from office by a two-thirds vote of the Board or by a majority of the governing body of the appointing municipality for misconduct, malfeasance or neglect of duty in office. Any vacancy so created shall be filled as provided in Section 10.

Section 9 - Succession: A commissioner shall hold office until his or her successor has been appointed, except in the case of removal pursuant to Art. 11, Sec. 8.

Section 10 - Vacancies: Vacancies on the Board shall be filled by the appointing municipality within sixty (60) days after occurrence of the vacancy; or by the Board within thirty (30) days thereafter if not made within said 60 day period by the appointing municipality.

Section 11 - Indemnification: The commission agrees to hold harmless or indemnify its directors, officers, commissioners, employees and agents against any claims or judgments arising out of or in connection with their work under the provisions of this contract. The Commission shall seek appropriate counsel to defend any claims filed against these individuals concerning work done under the charter, and shall pay for such legal services.

Section 12 - Liquidation: ^{Liquidation.} In the event of liquidization, the assets shall be used for payment of the obligations and debts of the Commission, and the remaining assets, if any, shall be distributed to the remaining member municipalities in ratio to past capital contributions by those remaining municipalities.

ARTICLE III

ORGANIZATION

Section 1 - Officers: The Board shall at its first official meeting elect one of its members as chairman, one as vice-chairman, one secretary and one treasurer. The posts of secretary and treasurer may be held by one member, at the discretion of the Commissioners. The Board shall thereafter elect officers at its May meeting.

Section 2 - Quorum: The presence of a simple majority of the member municipalities in good standing shall constitute a quorum for Commission action. Any number of Commissioners may adjourn a meeting to a later date.

Section 3 - Majority: All resolutions, ordinances and by-laws must be approved by a majority of the Commissioners present, unless otherwise specified in this Charter.

Section 4 - By-laws: The Chairman shall have the power to designate a by-laws committee. By-laws shall contain the committee structure, the rights and responsibilities of members, and general operating procedures of the Commission.

ARTICLE IV

POWERS OF THE COMMISSION

Section 1 - The Commission under this contract may exercise the power granted by law from time to time to its member municipalities. If these municipalities have varying powers of duties under the law, each may act under the contract to the extent of its lawful powers and duties. Thus, the Commission has the status of a municipality. This section shall supersede any conflicting charter provisions, and shall be liberally construed. The Commission especially possesses all powers of the member municipalities relating to the promotion and operation of transportation systems which further the purposes of the Commission as expressed in Article I, Section 3 of this charter. The Commission's power includes, but is not limited to, the following:

(a) To purchase, lease, use, sell, subsidize, contract for, own, operate or provide for the operation of any transportation system or any part thereof or any property or franchise necessary or desirable for the purpose of the Commission, with or from any governmental or private body, including the right to contract for management or any other services;

(b) To conduct or contract for transportation studies and planning, and to coordinate these plans with any other political subdivision or public agency, including Wisconsin State agencies;

(c) To employ a transit manager and such other employees as it deems desirable to accomplish its purposes;

(d) To make, amend and repeal all by-laws, rules and regulations not inconsistent with the purposes of this agreement as deemed necessary to the discharge of the powers, duties and functions of the Commission;

(e) To establish and alter rates, fares, and other charges for services and facilities;

(f) To establish and alter schedules and routes;

(g) To apply for and/or accept gifts or grants of money or other property;

(h) To promulgate policies which may affect the operational efficiencies of the transportation system;

(i) To adopt, use and alter at will a corporate seal;

(j) To do all acts and things necessary or convenient for the conduct of its business and the general welfare of the Commission in order to carry out the powers granted to it by this charter or any other law.

Section 2 - Board of Commissioners: All actions of the Bay Area Rural Transportation Commission shall be exercised under the control and direction the Board.

Section 3 - Financing: The Commission, upon approval of the member municipalities, may under Section 66.30(3m), Wisconsin Statutes finance the acquisition, development, remodeling, construction of buildings and facilities for purposes of the Commission under Sec. 66.066, Stats. Member municipalities may jointly or separately finance such projects, or an agreed share of the cost thereof, under Chapter 67, Stats. The Commission may exercise any power of any of its members to borrow funds in the furtherance of the Commission's contractual functions.

Section 4 - Under Section 194.33, Wis. Stats., no common motor carrier of passengers shall operate any motor vehicle within or through any member city, village or town except in compliance with action taken by the Commission on behalf of its member municipalities in relation to such streets and routes.

ARTICLE V

INTERGOVERNMENTAL COOPERATION

Section 1 - Intergovernmental Agreements: This Commission may enter into agreements under Section 66.30, Wis. Statutes and any future amendments to this section, with any municipality, as defined in Sec. 66.30, Stats. or with any private entity.

ARTICLE VI

FINANCING

Section 1 - Budget Preparation: The Transit Manager or any other person as directed by the Board shall, annually, before the 15th day of September, prepare the operating budget, and shall present it to the Board for consideration and approval. Approval of the budget shall be accomplished prior to expenditure of funds in the following fiscal year beginning on January first.

Section 2 - Budget Review: The Board shall have full authority to amend in any manner the proposed budget, and before final action on the budget, shall send copies of it to the member municipalities for review and approval.

Section 3 - Budget Hearing: The Board shall establish a date and place for public hearing and review of the proposed budget before final approval is made thereon.

Section 4 - Final Approval: Final approval of the budget shall be made by the Board. Upon final approval of the budget, the Board shall certify it to each member municipality together with a statement of the member's share thereof, which shall be determined as follows:

- 1) Urban Service. Since the City of Ashland is considered by the state to be an urban area (population = 5,000+), it is eligible for Section 18 and State 85.20 Transit Assistance dollars. Since the type of service provided in Ashland is different than the rural service, (slower speeds, more stops, requiring more labor & fuel per mile), the City of Ashland purchases service based on the percentage of time the rural system spends in Ashland. At the present service level, 34% of the transit service time occurs in Ashland and thus the City purchases service at a price equal to 34% of the total system cost. Fares collected for trips within the City will be applied toward the price of that service with the balance of the cost coming from local and whatever state and federal dollars the City can secure. If the present level of State and Federal funding falls, the City of Ashland retains the right to renegotiate.
- 2) Rural Service. Rural service cost is relatively consistent throughout the system. The cost of rural service shall be divided equally among the rural member communities.

Cash contributions from local units can be reduced by the provision of "in kind" service or "soft" federal or state match items.

Section 5 - Capital Expenditures: Each member municipality shall pay an equal share of Capital costs.

Section 6 - Payment: Each member shall pay its allocated cost within thirty (30) days after the start of the new fiscal year. Budget allocations as provided for in Section 4 hereof, approved by member municipalities and included in such municipal budgets shall be a legal debt for which the Commission may bring legal action.

ARTICLE VII

PUBLIC NOTICE OF MEETINGS

Section 1 - Notification: The Commission shall notify its official newspaper and each member municipality of regularly scheduled and special meetings, submitting with such notice the time and place of such meeting and copies of the proposed agenda.

Section 2 - Rules: The meetings shall be open to the public, and the Board may establish reasonable regulations to enable members of the public to be heard on any matter coming before the meeting.

Section 3 - Records: All minutes and budget records of the Commission shall be deemed public records and shall be made available to the public under reasonable rules and regulations, including charges for copies, which the Board shall establish, except for those documents and records used in negotiations or legal actions or proceedings to which the Commission is a party.

ARTICLE VIII

ACCOUNTING & BUDGETARY PROCEDURES

Section 1 - Procedures. The Commission shall establish appropriate accounting and budgetary procedures in its by-laws.

Section 2 - Annual Audit: An annual audit shall be performed by the Wisconsin Department of Transportation or by an independent certified public accountant hired by the Commission to audit the accounting and budgetary records of the commission. This shall be completed within ~~four~~ ⁵ months after the close of each fiscal year. Certified copies of annual audits shall be filed with the governing board of each member municipality.

Section 3 - Financial Report: The Commission shall publish a certified annual statement which shall be furnished to the governing bodies of each member and released to the public.

ARTICLE IX

EFFECTIVE DATE

Section 1 - Effective Date: This charter shall become effective upon ratification and execution by member municipalities.

ARTICLE X

AMENDMENTS

Section 1 - Procedure: This Charter may be amended by a two-thirds vote of the Board and upon ratification by a majority vote of the governing bodies of the member municipalities.

Section 2 - Effective Date: Upon ratification, amendments shall become effective when copies of said amendments have been delivered by certified mail to each member municipality.

ARTICLE XI

SEVERABILITY

If any article, section, subsection, sentence, clause, or provision of this Charter is held invalid, illegal or unenforceable, the remainder of this Contract shall not be affected.

In witness whereof, the following parties executed this Contract on the respective dates shown:

City of Oakland Aug 21-84
Municipality Date
By: James A. Brown, Mayor
Officer, Title

EXHIBIT B

Amendments to the BART Charter

Article II, Section 1 currently states the following:

Creators: The Red Cliff and Bad River Bands of Lake Superior Chippewas, the Cities of Bayfield, Washburn and Ashland and the Counties of Bayfield and Ashland are the creating municipalities and original members of this Commission.

Article II, Section 1 is amended to the following:

Members: The Red Cliff and Bad River Bands of Lake Superior Chippewas; the Cities of Bayfield, Washburn and Ashland; and the Counties of Bayfield, Ashland, and Price are the creating municipalities and original members of this Commission.

Article II, Section 5 currently states the following:

Number of Commissioners per member: The number of Commissioners representing each municipality shall, as closely as possible, be equal to that municipality's proportionate share of the cost of operating the BART system with each member having at least one Commissioner. Membership Commissioners shall consist of:

- City of Ashland – 2
- Ashland County – 1
- Bad River Reservation – 1
- Bayfield County – 1
- City of Washburn – 1
- City of Bayfield – 1
- Red Cliff Reservation – 1

Each representative shall have 1 vote.

Article II, Section 5 is amended to the following:

Number of Commissioners per member: The number of Commissioners representing each municipality shall, as closely as possible, be equal to that municipality's proportionate share of the cost of operating the BART system with each member having at least one Commissioner. Membership Commissioners shall consist of:

- City of Ashland – 2
- Ashland County – 1

Bad River Reservation – 1
Bayfield County – 1
City of Washburn – 1
City of Bayfield – 1
Red Cliff Reservation – 1
Price County - 1

Each representative shall have 1 vote.

Article VI currently states the following:

Section 4 – Final Approval: Final approval of the budget shall be made by the Board. Upon final approval of the budget, the Board shall certify it to each member municipality together with a statement of the member’s share thereof, which shall be determined as follows:

- 1) Urban Service. Since the City of Ashland is considered by the state to be an urban area (population = 5,000 +), it is eligible for Section 18 and State 85.20 Transit Assistance Dollars. Since the type of service provide in Ashland is different than the rural service, (slower speeds, more stops, requiring more labor & fuel per mile), the City of Ashland purchase service based on the percentage of time the rural system spends in Ashland. At the present service level, 34% of the transit service time occurs in Ashland and thus the City purchases service at a price equal to 34% of the total system cost. Fares collected for trips within the city will be applied toward the price of that service with the balance of the cost coming from local and whatever state and federal dollars the City can secure. If the present level of State and Federal Funding falls, the City of Ashland retains the right to renegotiate.
- 2) Rural Service. Rural Service cost is relatively consistent throughout the system. The cost of rural service shall be divided equally among the rural member communities. Cash contributions from local units can be reduced by the provision of “in kind” service or “soft” federal or state match items.

Article VI is amended to the following:

Section 4 – Final Approval: Final approval of the budget shall be made by the Board. Upon final approval of the budget, the Board shall certify it to each member municipality together with a statement of the member’s share thereof, which shall be determined as follows:

- 1) **Expenses related to Ashland County and Bayfield County Services:**
 - a. **Urban Service.** Since the City of Ashland is considered by the state to be an urban area (population = 5,000 +), it is eligible for Section 18 and State 85.20 Transit Assistance Dollars. Since the type of service provide in Ashland is different than the rural service, (slower speeds, more stops, requiring more labor

& fuel per mile), the City of Ashland purchase service based on the percentage of time the rural system spends in Ashland. At the present service level, 34% of the transit service time occurs in Ashland and thus the City purchases service at a price equal to 34% of the total system cost **related to Ashland County and Bayfield County**. Fares collected for trips within the city will be applied toward the price of that service with the balance of the cost coming from local and whatever state and federal dollars the City can secure. If the present level of State and Federal Funding falls, the City of Ashland retains the right to renegotiate.

- b. **Rural Service.** Rural Service cost is relatively consistent throughout the system. The cost of rural service shall be divided equally among the rural member communities **except for Price County**. Cash contributions from local units can be reduced by the provision of “in kind” service or “soft” federal or state match items.

2) Expenses related to Price Services:

- a. Price County shall pay the cost of services provided for Price County.

Article VIII, Section 2 currently states the following:

Annual Audit: An annual audit shall be performed by the Wisconsin Department of Transportation or by an independent certified public accountant hired by the Commission to audit the accounting and budgetary records of the Commission. This shall be completed within four (6) months after the close of each fiscal year. Certified copies of annual audits shall be filed with the governing Board of each member municipality.

Article VIII, Section 2 is amended to the following:

Annual Audit: An annual audit shall be performed by the Wisconsin Department of Transportation or by an independent certified public accountant hired by the Commission to audit the accounting and budgetary records of the Commission. This shall be completed within five months after the close of each fiscal year. Certified copies of annual audits shall be filed with the governing Board of each member municipality.

Resolution 43-22
**Accepting the Charter of, and Requesting Membership on, the
Bay Area Rural Transit (BART) Commission**

WHEREAS, the Bay Area Rural Transit (BART) Commission is a commission formed under Wisconsin Statutes Chapter 66; and

WHEREAS, the Red Cliff and Bad River bands of Lake Superior Chippewas; the Cities of Bayfield, Washburn, and Ashland; and the Counties of Bayfield and Ashland are the current members of the Commission; and

WHEREAS, Price County requests membership on the Commission; and

WHEREAS, Price County accepts the Charter executed by Members on August 21, 1984 as amended (Exhibit A) and its rights and responsibilities of the BART Commission; and

WHEREAS, Price County will designate a representative to the BART Commission Board; and

WHEREAS, Article X of the Charter states it may be amended by a two-thirds vote of the Board and upon ratification by a majority vote of the governing bodies of Members; and

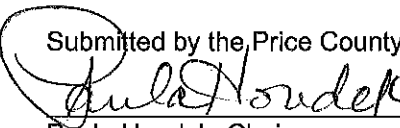
WHEREAS, Members jointly will need to:

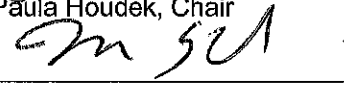
- (1) Approve the addition of Price County to the BART Commission.
- (2) Provide Price County to have one Commissioner.

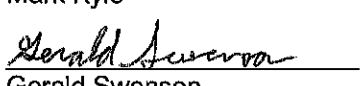
NOW THEREFORE BE IT RESOLVED, the attached Bay Area Rural Transit (BART) Charter (Exhibit A) and amendments (Exhibit B) are approved by the Price County Board of Supervisors.

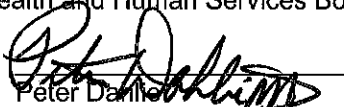
BE IT FURTHER RESOLVED, that Price County shall file a certified copy of this resolution with the BART Commission.

Submitted by the Price County Health and Human Services Board:


Paula Houdek, Chair

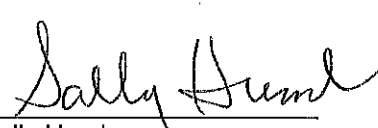

Mark Kyle

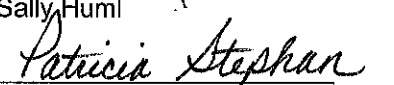

Gerald Swenson

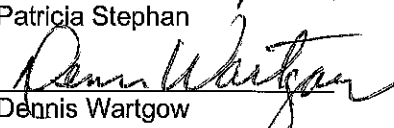

Peter Daniloff

remote
Suzanne Ocker

excused
Lorelei Wakefield


Sally Huml


Patricia Stephan

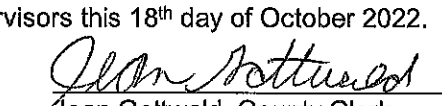

Dennis Wartgow

Reviewed by County Administrator:


Nicholas Trimner

Adopted by the Price County Board of Supervisors this 18th day of October 2022.


Alan Barkstrom, County Board Chair


Jean Gottwald, County Clerk

For 11 Against 0
abstain 1

The joint resolution and amendment to the BART Charter attached as Exhibit B was passed and approved by the County of Price on the 18th day of October, 2022.

Signature

Print Nicholas Trimmer

Title: County Administrator

Exhibit A