



Take notice that a meeting of the City of Ashland Committee of the Whole will be held on Tuesday, May 30, 2023 in- person in the City Hall Council Chambers, 601 Main Street W. Ashland, WI with the availability to attend virtually. Meeting will begin immediately following the adjournment of the City Council Meeting to consider and act upon the following agenda.

To join the meeting from your computer, tablet or smartphone:
<https://global.gotomeeting.com/join/500263957>

Or dial in using your phone. United States (Toll Free): 1-877-309-2073 Access Code: 500-263-957

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

Tuesday, May 30, 2023 Ashland Committee of the Whole Meeting Agenda

Meeting Items

1. Roll Call
2. Approval of Agenda
3. Council President's Report
4. Administrator's Report
5. Committee Updates
6. Discussion Items
 - A. **Discussion and Presentation Regarding City Hall Facility Assessment Completed by Kraus Anderson Construction Company** *(Public Works)*
 - B. **Discussion and Approval of a Contract for Wisconsin Hazardous Materials Response System Services between Wisconsin Emergency Management and the City of Ashland Fire Department** *(Fire Chief)*
 - C. **Discussion and Possible Action Regarding Delegated Agent Status with the Wisconsin DSPS, Associated Ordinance Updates, Agreement, and Fee Schedule Addendum** *(Planning Director)*
 - D. **Report and Discussion Regarding the 2023 Book Across the Bay and Event Permitting Process** *(Public Works)*
 - E. **Discussion Regarding Parking of Large Recreational Vehicles along Residential Streets** *(Councilor Tochterman)*
 - F. **Discussion Regarding Revisiting Chapter 45: Joint Ordinance to Reorganize the Airport Commission** *(Councilor Pufall)*
7. Items for Future Discussion
8. Adjournment

Ashland Committee of the Whole Meeting
Tuesday, May 30, 2023 – 6:00 PM
601 Main Street W. Ashland WI 54806



The CITY of
ASHLAND
WISCONSIN

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 the City Clerk's Office at 715-682-7071 (not a TDD telephone number) or FAX: 715-682-7048

SUBJECT: Committee Updates

RECOMMENDATION: Discussion Only

DEPARTMENT OF ORIGIN: Council President

CLEARANCES:

EXHIBITS:

**COMPLIANCE WITH STRATEGIC
PLAN:**

SUMMARY STATEMENT:

ASHLAND OREDOCK TRUST - TOCHTERMAN
DISABLED PARKING ENFORCEMENT - GRAF
ECONOMIC DEVELOPMENT - ORTMAN
HARBOR COMMISSION - PUFALL
HISTORIC PRESERVATION - GOYKE
HOUSING AUTHORITY - SEEFELDT
HOUSING COMMITTEE - ORTMAN
MAIN STREET BOARD -
LIBRARY BOARD - JACKSON
PARKS AND RECREATION - SEEFELDT
PLAN COMMISSION - TOCHTERMAN
PUBLIC WORKS COMMITTEE - GOYKE
SUSTAINABILITY - GRAF

SUBJECT: Discussion and Presentation Regarding City Hall Facility Assessment Completed by Kraus Anderson Construction Company (*Public Works*)

RECOMMENDATION: N/A

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS:

1. Executive Summary
2. Facility Condition Assessment Proposal - City of Ashland, WI

COMPLIANCE WITH STRATEGIC PLAN: CITY BUILDINGS: Facilities Master Plan - "Taxpayers and City employees will have access to and work in City buildings and facilities that project the historical character of the City, generate lower operating costs, and have extended life spans."

SUMMARY STATEMENT:

At the October 10, 2022 meeting, the City Council approved an agreement with Kraus Anderson for Phase 1 of the development of a Building Facilities Master Plan. Phase 1 consisted of City Hall. Kraus Anderson has completed this work and will have staff in attendance to present the results of their findings. Kraus Anderson's scope also included some conceptual planning regarding potential reconfiguration of the City Hall space.

City staff have been satisfied with Kraus Anderson's work and the 2023 budget includes funds in Capital Projects 450 Building & Facilities for Phase 2 of the Master Plan. Kraus Anderson has prepared a proposal to complete a facility assessment for the buildings listed below. Staff is requesting Council review of the proposal at the May 30, 2023 Committee of the Whole Meeting and approval to accept the proposal at the June 9, 2023 meeting.

Phase 2 Master Plan Scope:

- Public Works Building
- Bretting Community Center
- Kreher Park Bathhouse
- Bayview Park Bathroom
- Memorial Park Band Shell
- Police Station
- Fire Station



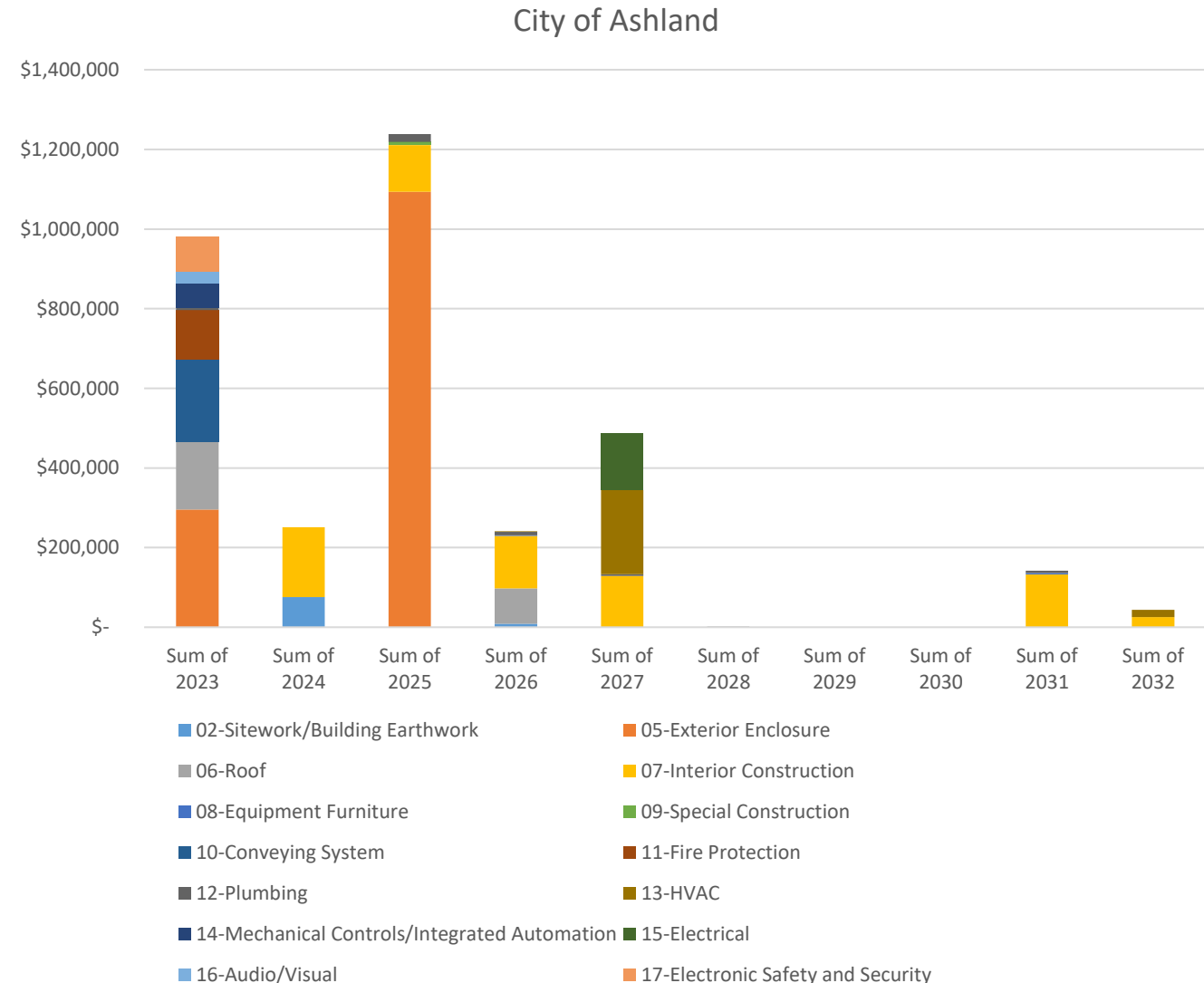
Facilities Assessment Review
January 25th, 2023



KRAUS-ANDERSON®

Executive Summary

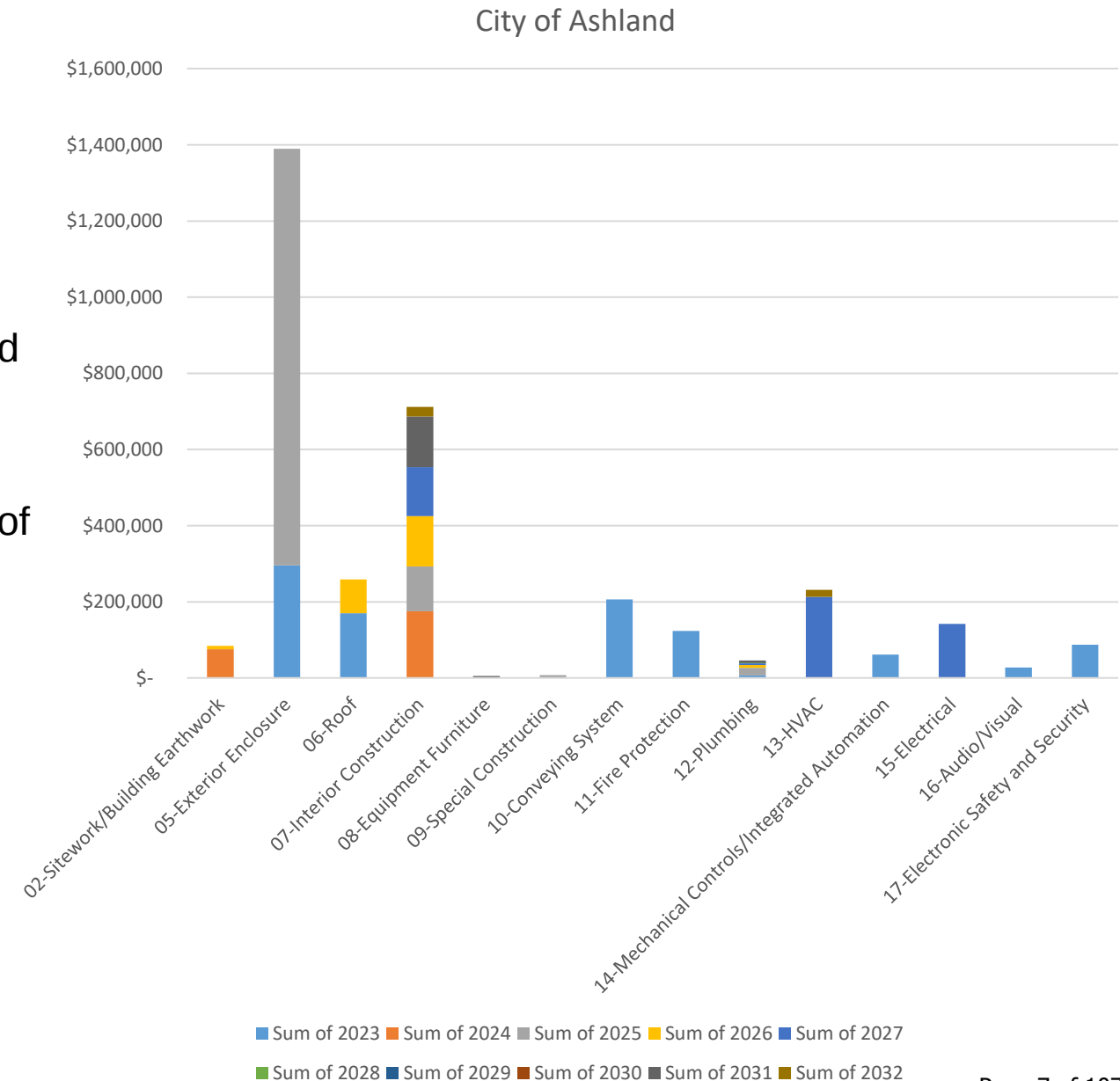
- Completed a Facility Condition Assessment of City of Ashland
- The purpose of the facility assessment was to develop a 10-year facility expenditure and maintenance plan- this has been completed
- City of Ashland should invest \$3.4M in facility maintenance over the next 10 years to protect current assets
 - *Facility Condition Assessment was a review of “depreciable” assets*
 - *Not a review of adequacy*



Executive Summary

■ Key findings:

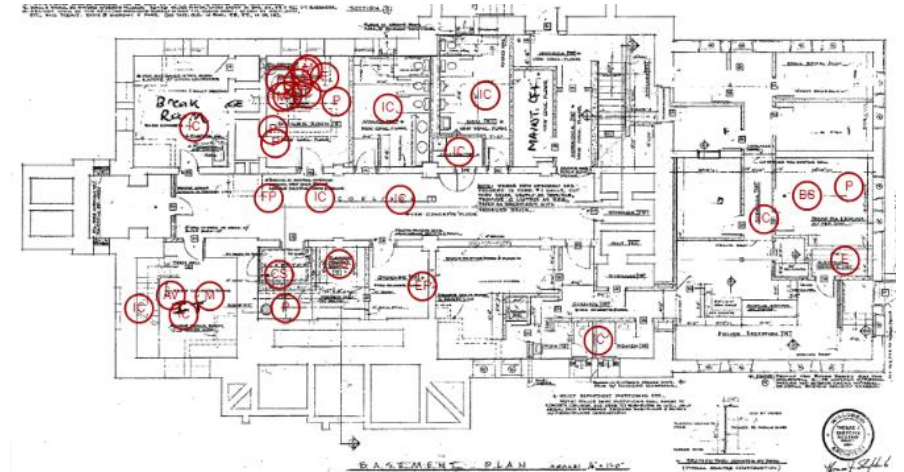
- Facility does not have fire protection
 - Add fire protection and improved detection
- Roofs are at end of life
 - Replace shingles and EPDM roof section
- Facility in need of interior renovations
- Tuck-pointing entire building
- Elevator upgrades
- Window replacement
- Roof replacement



Facility Condition Process

- Project began in December of 2022
 - *Interviewed key facility personnel for each facility- all information was documented*
 - *Completed site visit and walkthrough*
 - *Digitally documented issues and equipment*
- Identified deferred maintenance items (based on the 17 major divisions of construction)
- Transferred knowledge, Develop 10-year Deferred Maintenance costs impact for the property

Ex. Site: City of Ashland Basement



Facility Condition Assessment- What do we investigate?



SUBSTRUCTURES



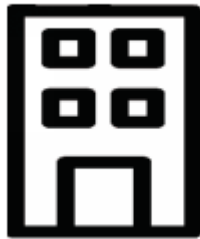
SHELL/EXTERIOR



MEP SYSTEMS



EQUIPMENT



INTERIORS



CONVEYANCE

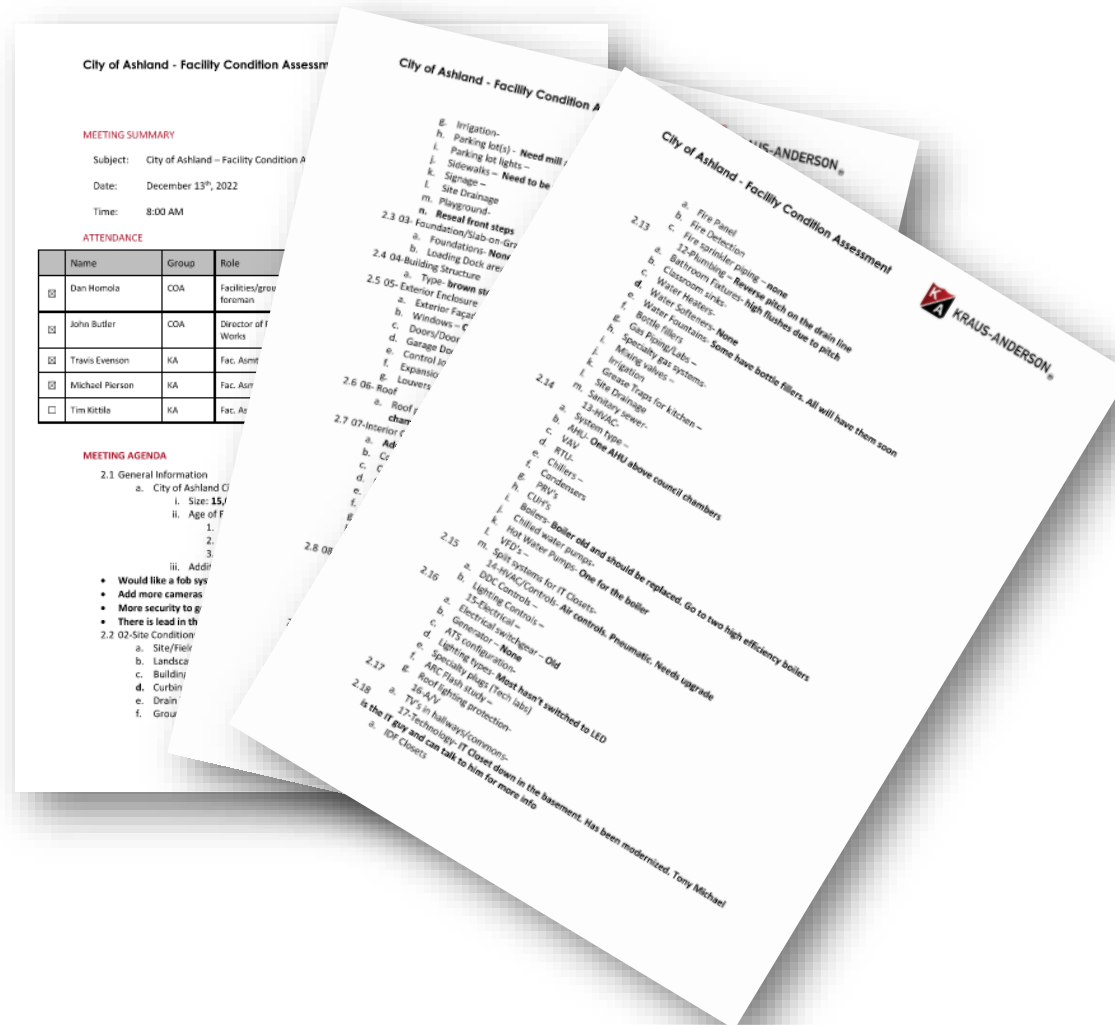


**SPECIALTY
CONSTRUCTION**



**BUILDING
SITEWORK**

Assessment Deliverables/Process



- Detailed information from site interview process
- Understand what's going on with the facility
- Current issues
- Details around the mechanical/electrical infrastructure
- Knowledge Transfer

Assessment Deliverables/Process

City of Ashland
Ashland, Wisconsin

City of Ashland Digitized Site Report

Prepared by Michael Pierson
Jan 5, 2023

Description

108 tasks in this report.

Contents

#107 01-Existing Conditions.....	6
#91 02-Sitework/Building Earthwork	7
#93 02-Sitework/Building Earthwork	9
#28 04-Building Structure.....	12
#61 05-Exterior Enclosure.....	14
#62 05-Exterior Enclosure.....	16
#63 05-Exterior Enclosure.....	18
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#85 05-Exterior Enclosure.....	22
#86 05-Exterior Enclosure.....	24
#87 05-Exterior Enclosure.....	26
#88 05-Exterior Enclosure.....	28
#89 05-Exterior Enclosure.....	32
#90 05-Exterior Enclosure.....	35
#92 05-Exterior Enclosure.....	39
#94 05-Exterior Enclosure.....	41
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Prepared by Michael Pierson 1 Created with PlanGrid

City of Ashland
Ashland, Wisconsin

#93 02-Sitework/Building Earthwork

Status Open	Created Dec 13, 2022 10:32 AM travis.evanson@krausander son.com	Sheet Site Map
Type Issue	Last Updated Dec 13, 2022 10:34 AM	
List Capital- Replace		
Root Cause Condition > 3-Fair		
Description Parking lot		
Photos		

Prepared by Michael Pierson 9 Created with PlanGrid

- “Digitized Site Report”
- Identified issue, location, condition and description/pictures
- All findings are numbered

Assessment Deliverables/Process

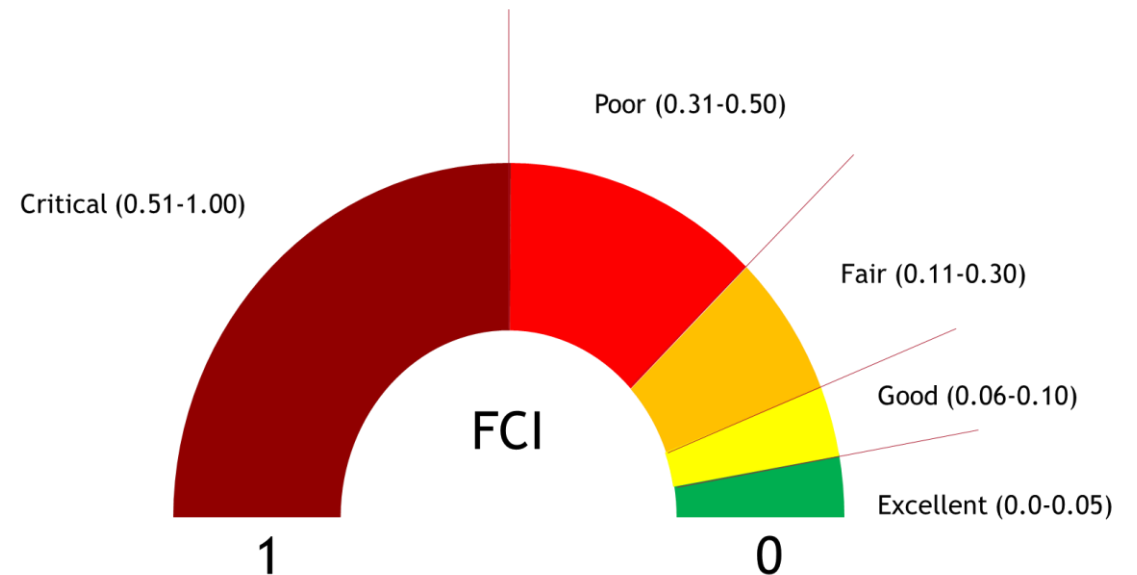
Digitized Site Report Item#	Area of work	Location (Sheet Name)	Description of work	Resolution	Resolution Description	Current Condition	Criticality	Installed year	Expected Years of Service	Replacement Year
93	02-Sitework/Building Earthwork	Site Map	Main entrance sidewalk	Maintenance- Repair (break fix)	Repair	3-Fair	2-Medium	2006	20	2026
93	02-Sitework/Building Earthwork	Site Map	Parking lot	Capital- Replace	Mill and overlay	3-Fair	2-Medium	2006	18	2024
93	05-Exterior Enclosure	Site Map	Back area door	Capital- Replace	Replace	3-Fair	2-Medium	1977	30	2023
86	05-Exterior Enclosure	Site Map	Chimney-needs work. Replace metal cap	Maintenance- Repair (break fix)	Repair	3-Fair	2-Medium	1977	30	2023
102	05-Exterior Enclosure	Site Map	Door with side glass	Capital- Replace	Replace	3-Fair	2-Medium	1977	30	2023
89	05-Exterior Enclosure	Site Map	Front steps	Maintenance- Repair (break fix)	Repair	3-Fair	2-Medium	1977	30	2023
87	05-Exterior Enclosure	Site Map	Main Entrance doors and windows	Capital- Replace	Replace	3-Fair	2-Medium	1977	30	2023

- “Estimate and Priorities spreadsheet”
- Carries the item’s from digitized site report
- Also includes items discussed from site interview
- All items are then estimated, prioritized, given a criticality, and then placed in proper year for replacement (RUL)

Assessment Deliverables/Process

- Understand the total costs for each facilities
- Facilities are measured based upon IFMA Standard to calculate the FCI = Facility Condition Index
- It's a way to measure: Is the facility worth the investment?

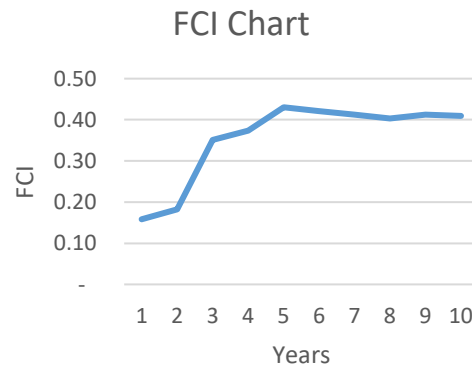
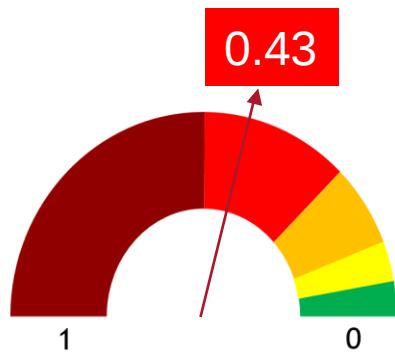
$$FCI = \frac{\text{Deferred Maintenance Totals}}{\text{Building Replacement Costs}}$$



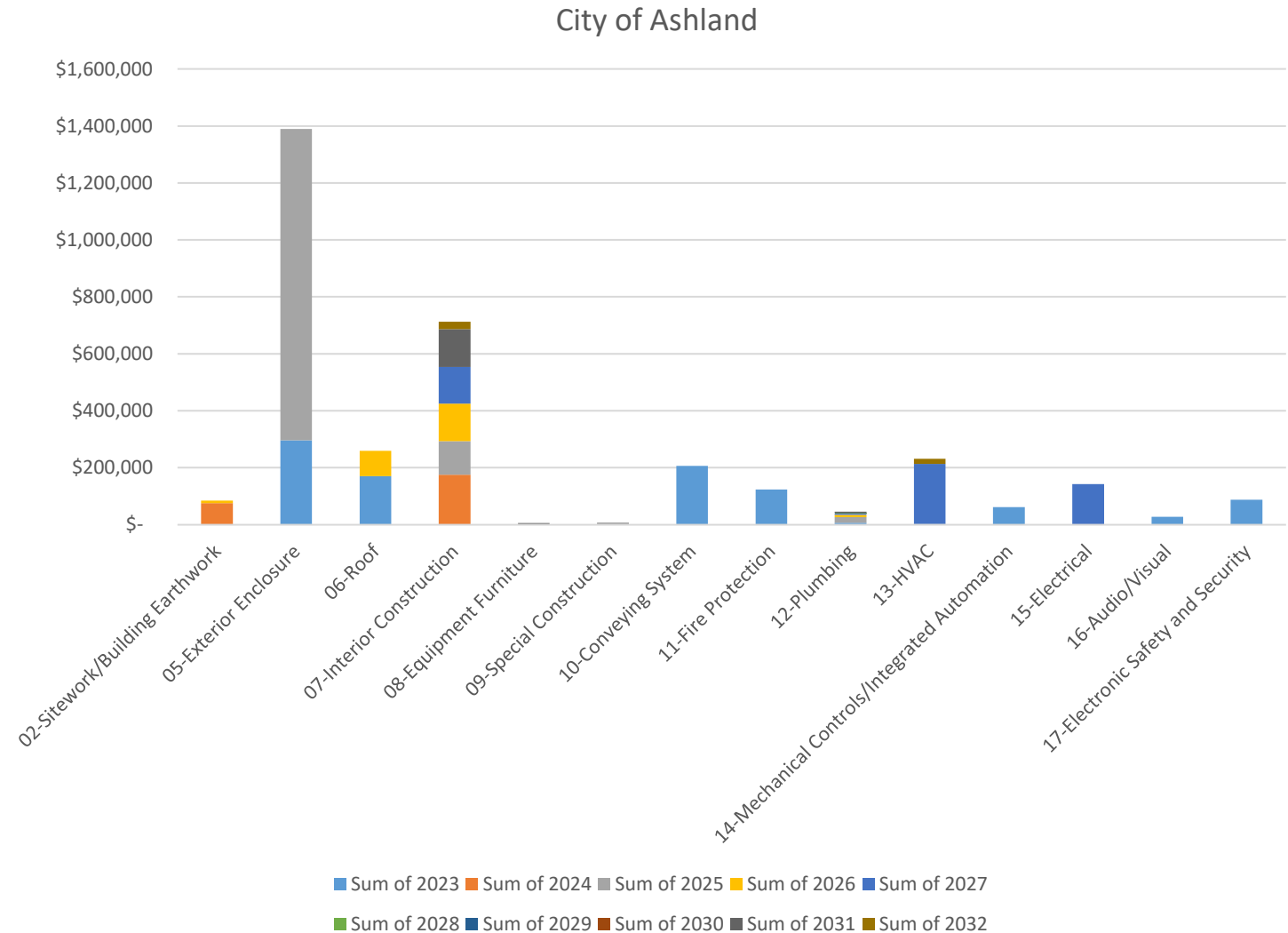
City of Ashland



Expected 10-year DM Costs:
\$3,383,844
FCI= "Poor"



Constructed: 1893
Renovations: 1977, 2006
Size: 11,000 SF



City of Ashland

Major Deferred Maintenance

2023

1. **Conveyance:** Upgrade elevator

2024

2. **Fire Protection:** Add in fire protection sprinklers

2025

3. **Exterior Enclosure:** Replace Windows

2026

4. **Interior Construction:** Basement renovation

2027

5. **Exterior Enclosure:** Tuck-pointing the building

2028

6. **Interior Construction:** First floor renovation

2029

7. **Interior Construction:** second level renovations

2030

8. **HVAC:** Replace roof top unit

2031

2032



1



3



4



5



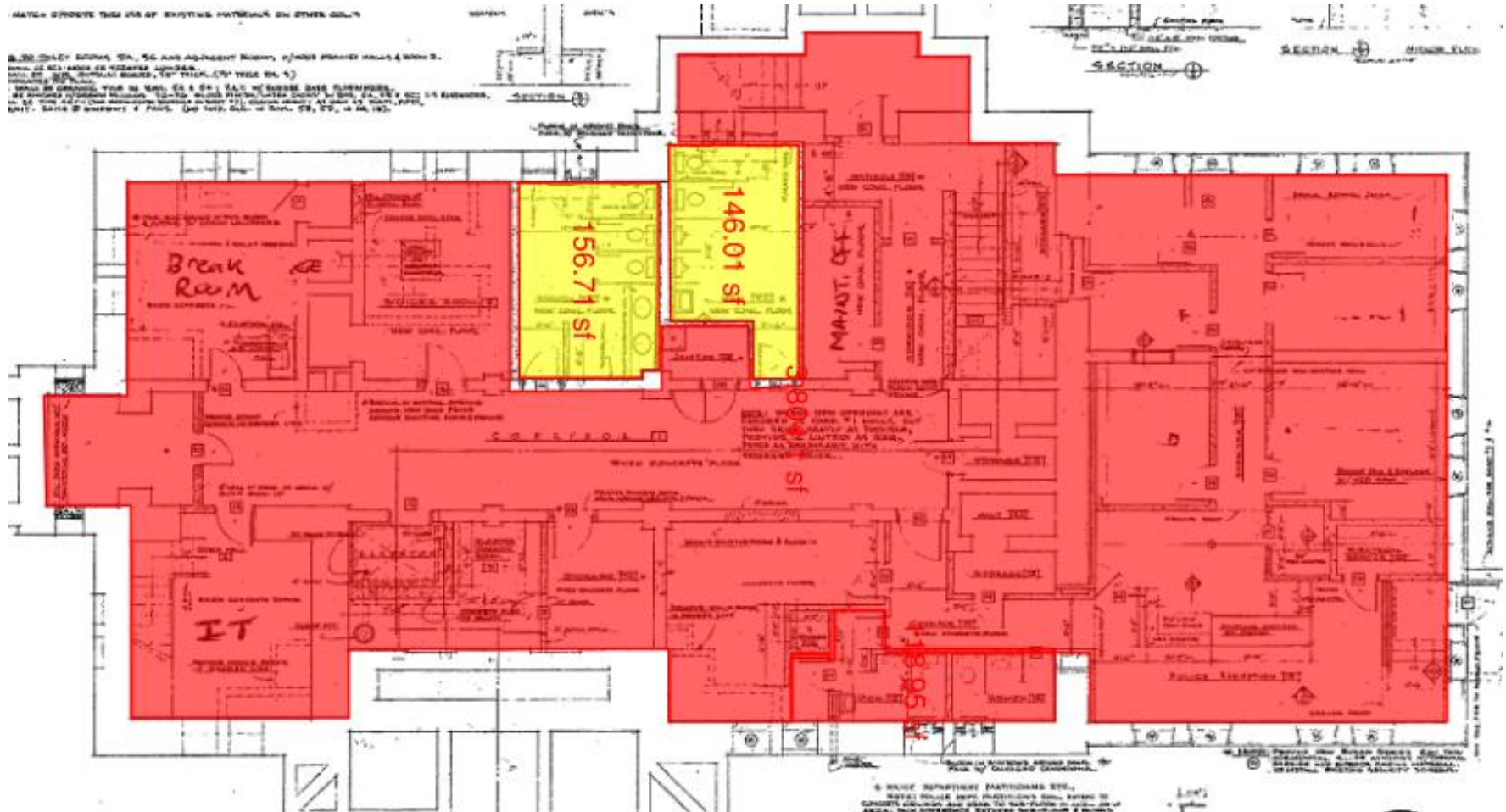
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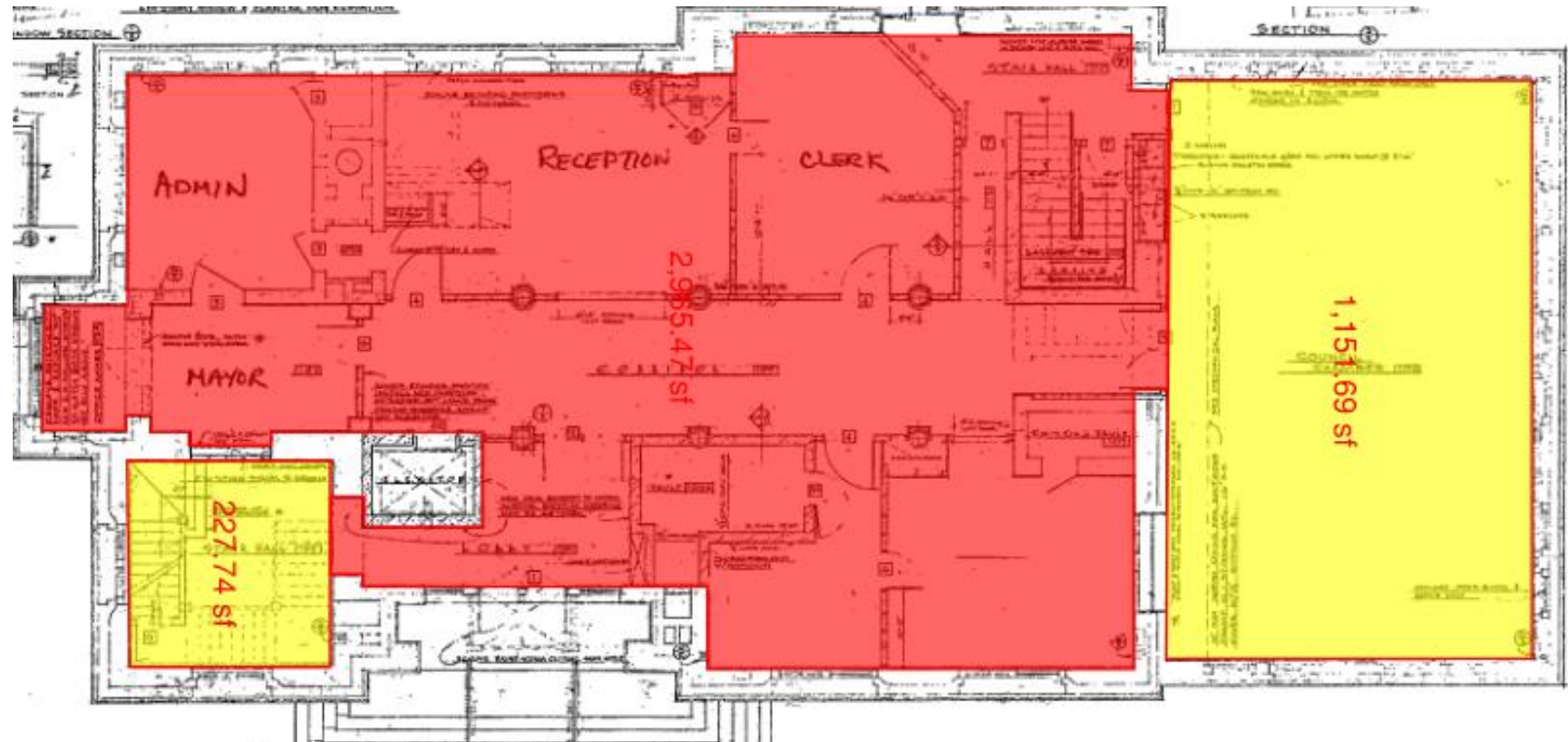
Basement Interior Renovations Map

Replacement Year



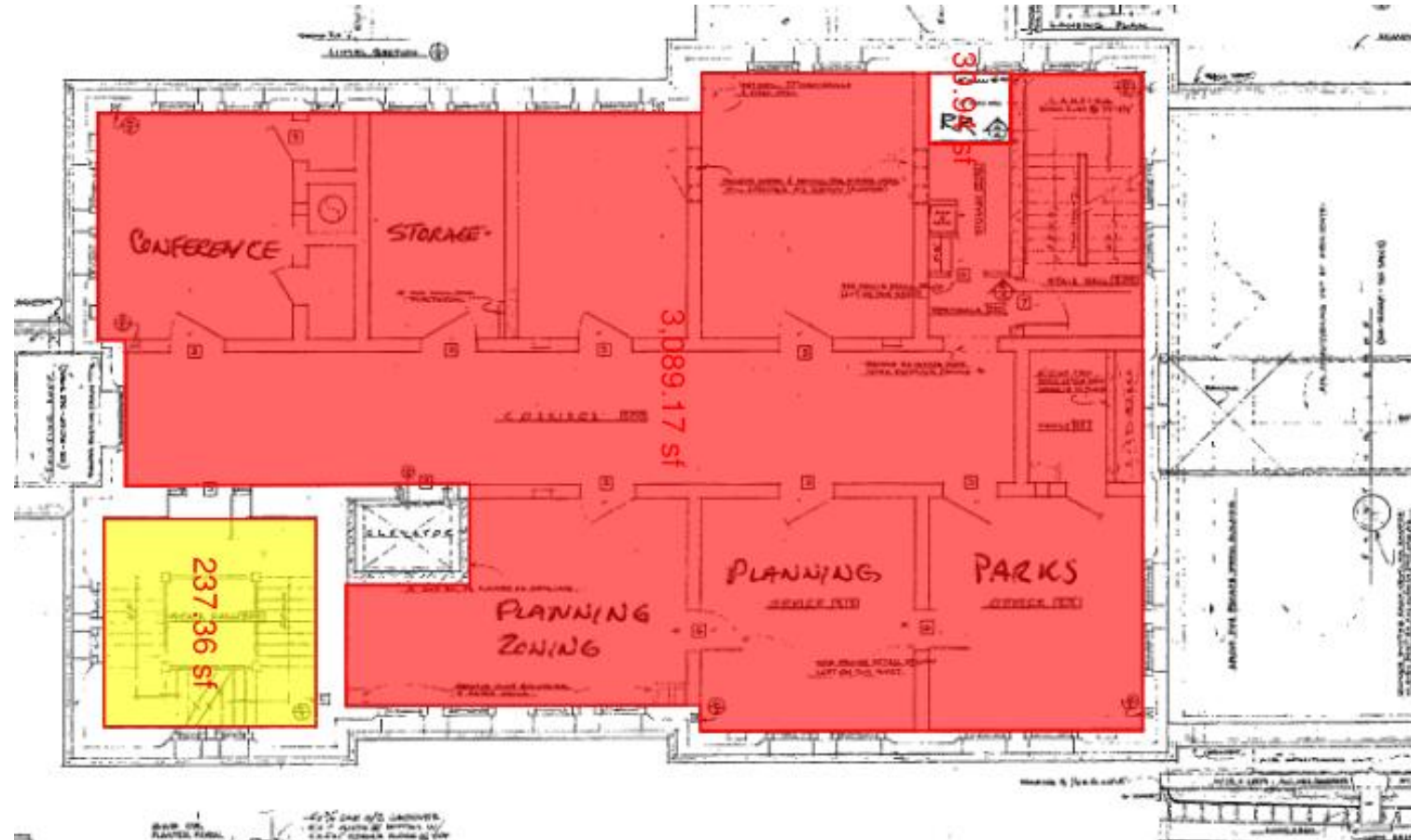
First Floor Interior Renovations Map

Replacement Year

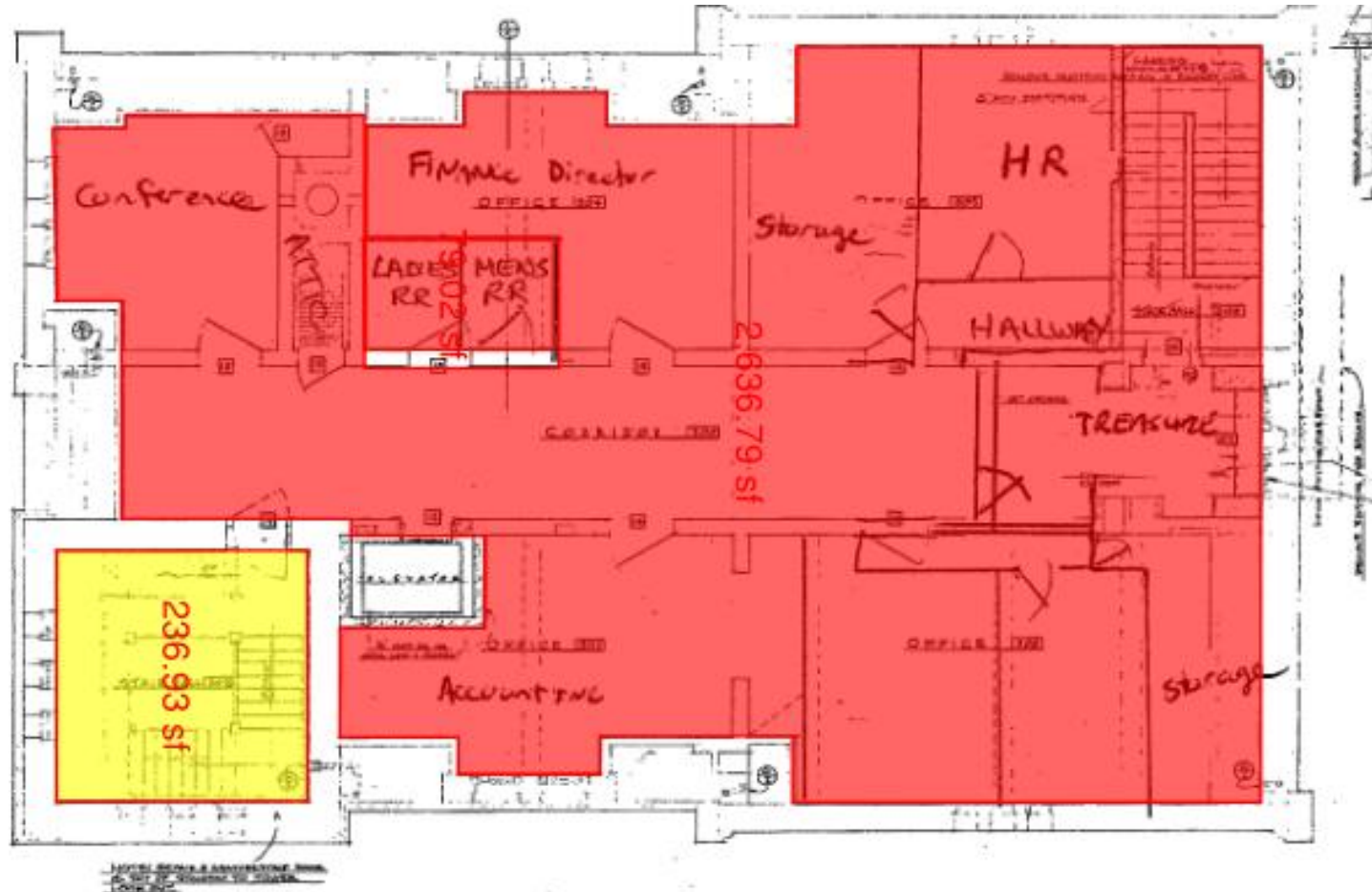


Second Floor Interior Renovations Map

Replacement Year



Third Floor Interior Renovations Map

Replacement Year

City of Ashland Parking Lot Map

Replacement Year

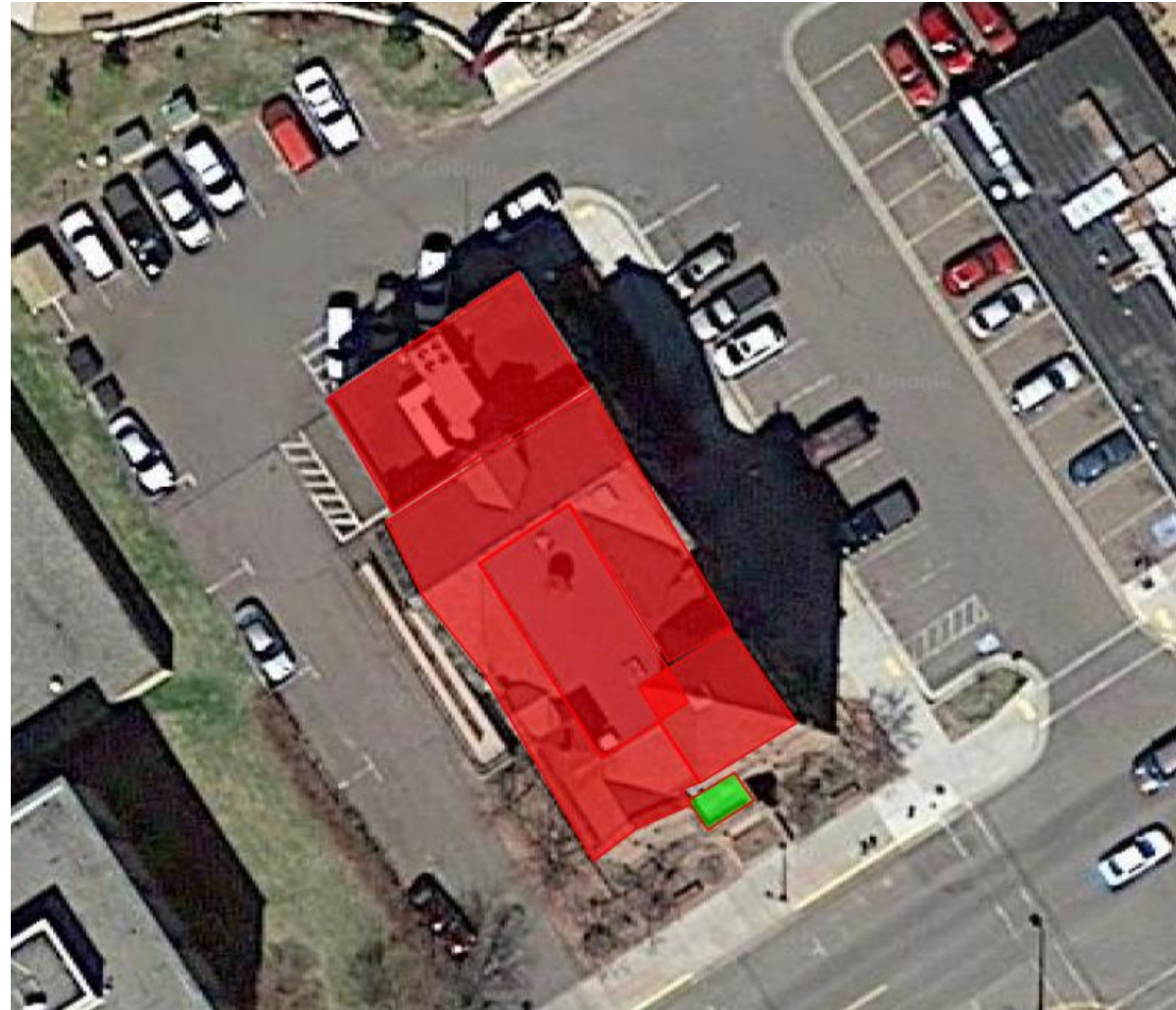
- 16+ Years
- 6-15 Years
- 0-5 Years



City of Ashland Roof Map

Replacement Year

- 16+ Years
- 6-15 Years
- 0-5 Years

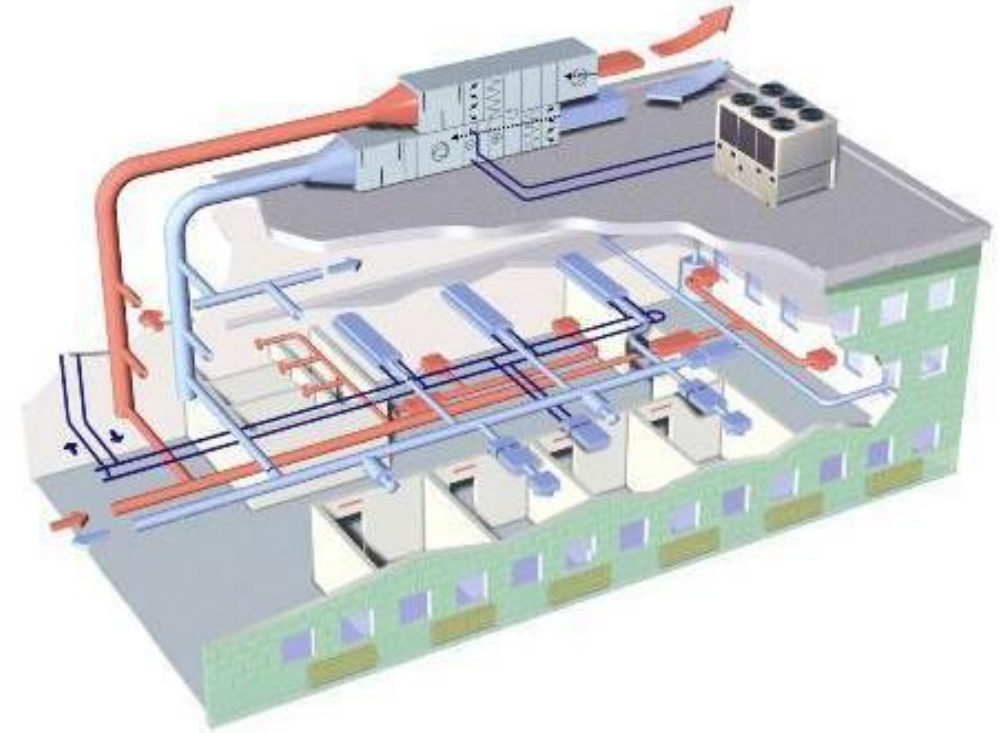


City of Ashland HVAC

System	Age	Condition
RTU	2007	Fair
Boiler	2012	Fair
Window A/C Unit	2006	Fair
Cabinet Unit Heaters	1977	Fair

Replacement Year

16+ Years
6-15 Years
0-5 Years



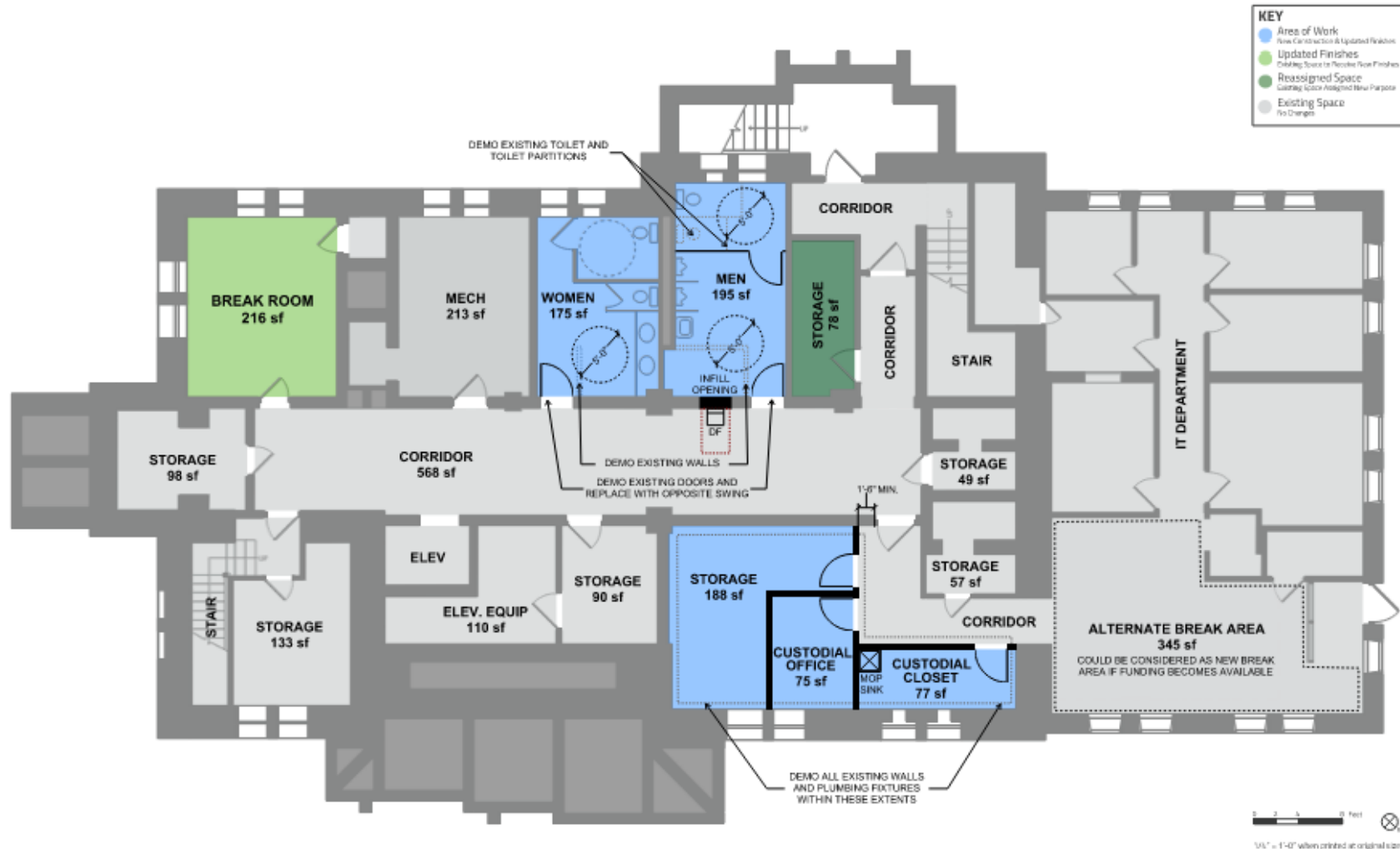
Description of the system:

- Hydronic boiler with Air Handler supplying the air.
- Cooling comes roof top unit with condensors

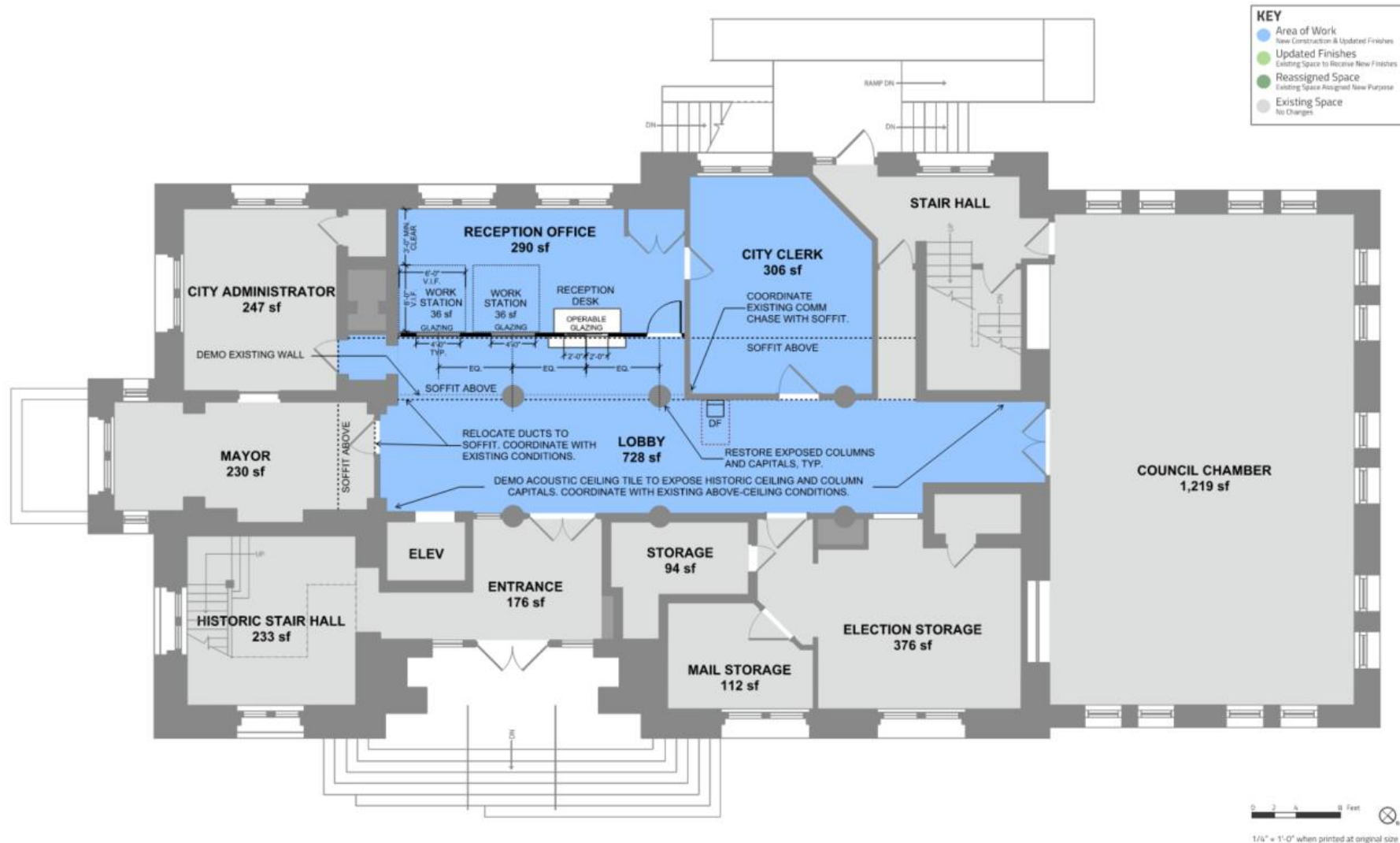
Recommendations

- Key Recommendations:
 - *Windows need to be replaced*
 - Council chambers were replaced in 2018
 - *Tuck-pointing whole building*
 - *Roof Replacement*
 - Small section replaced in 2019
 - Add roof cap
 - *Interior construction renovations*
 - *Elevator upgrade*
- 10-year spend, \$3,383,844
- Provided City of Ashland with a tool to manage upcoming facility expenditures and deferred maintenance needs for the next 10 years

Conceptual Design Basement



Conceptual Design First Floor



2025



5/8/2023

City Hall Facility Planning

City Hall Facility Planning

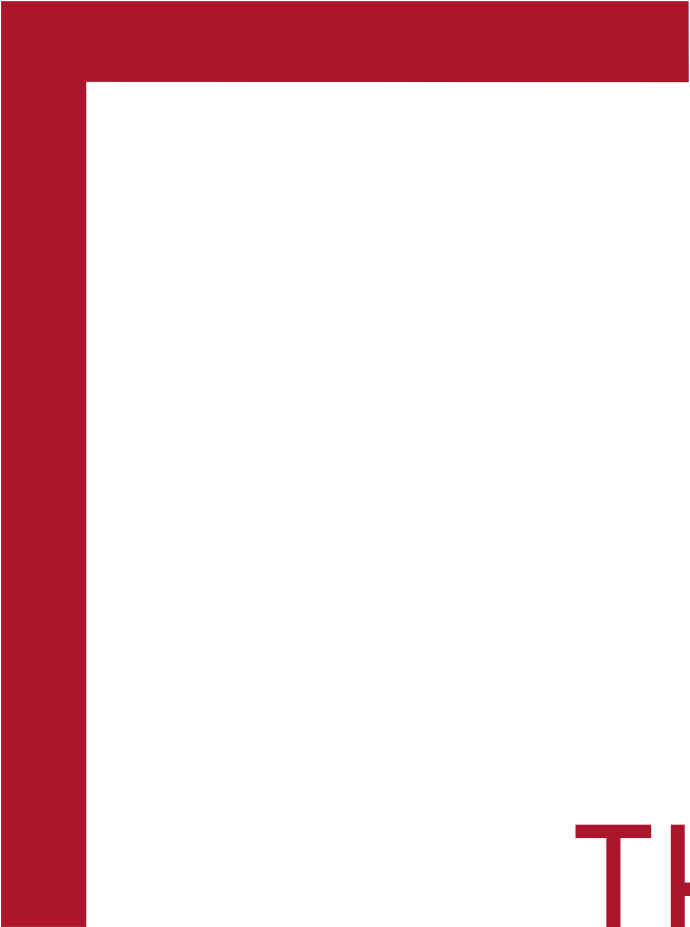
Description	Concept	Current Overall Budget	KRAUS-ANDERSON®
Update Date	05.08.23		
PROJECT REVENUE / FUNDING	X	DO NOT MODIFY	
Referendum		\$0.00	
Operating Capital		\$0.00	
TOTAL PROJECT REVENUE	\$0.00	\$0.00	
<i>Project Revenue Proportions</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>Estimate Update / Current Overall Budget</i>
PROJECT AREA BREAKDOWN			
New Construction GSF	0	0	
Renovation GSF	2,242	2,242	
Total GSF	2,242	2,242	
Site Area (Acres)	0	0	
CONSTRUCTION COSTS			
Renovations	\$549,566	\$549,566	Concept Estimate.
Value Management		\$0	N/A
Design & Escalation	\$109,913	\$109,913	20%
Total Bid Day	\$659,479	\$659,479	
Contingency			
Remaining Contingency	\$98,922	\$98,922	15.0%
Pending Changer Orders		\$0	PCO Log Totals
Executed Change Orders		\$0	Executed Change Orders
General Conditions	\$50,000	\$50,000	Assumes 4 Month Project
CONSTRUCTION COSTS SUB TOTAL	\$808,401.08	\$808,401.08	
<i>Construction Cost / GSF</i>	<i>\$360.57</i>	<i>#DIV/0!</i>	<i>Construction Costs Sub Total / Total GSF</i>
<i>Percent Construction Cost</i>	<i>67%</i>	<i>#DIV/0!</i>	<i>Construction Costs Sub Total / Total Project Cost</i>
SOFT COSTS	\$404,201	\$404,201	
Design Fees and Reimbursable			
Construction Management			
Permits, Plan Reviews & Fees			
Utilities - Connections			
Pre-Construction Surveys & Studies			
Testing & Inspections			
Bidding, Legal, Finance & Misc.			
City Purchase Orders			
FF&E Expenses			
SOFT COSTS SUB-TOTAL	\$404,200.54	\$404,200.54	
<i>Soft Costs / SF</i>	<i>\$180.29</i>	<i>#DIV/0!</i>	
<i>Percent Soft Costs</i>	<i>33%</i>	<i>#DIV/0!</i>	
TOTAL PROJECT COSTS	\$1,212,601.62	\$1,212,601.62	Constr. Cost + Soft Costs
<i>Project Cost / GSF</i>	<i>\$540.86</i>	<i>#DIV/0!</i>	<i>Total Project Cost / Total GSF</i>

Low
\$1,091,341

Medium
\$1,212,602

High
\$1,333,862

QUESTIONS?



THANK YOU!





KRAUS-ANDERSON®

Kraus-Anderson Construction Company
501 South Eighth Street, Minneapolis, MN 55404

Find yourself next to the water.



Facility Condition Assessment Proposal- City of Ashland, WI

May 12, 2023

OBJECTIVE

The City of Ashland selected Kraus-Anderson in regards to a solicitation for building master planning request for qualification. Following the selection of Kraus-Anderson, the City of Ashland has scaled back the initial plans for the building planning efforts. The revised request was to complete a facility condition assessment (FCA) and master planning effort for City Hall. Kraus-Anderson has completed that effort. The City has now requested additional facility condition assessment. These efforts will be to complete FCA's on the following buildings and facilities:

Facility Name	Approx. SF
Public Works	29,000
Bretting Center	50,000
Kreher Park Shower/Bathroom	2,500
Bayview	1,000
Memorial Park Band Shell	1,000
Police	14,500
Fire Station	21,300

SCOPE OF WORK

The Kraus-Anderson Facility Assessment team is pleased to submit our proposal to assist the City of Ashland with providing a comprehensive Facility Condition Assessment. The FCA will be inclusive of the above mentioned facilities.

Facilities Condition Assessment

Kraus-Anderson's Facility Condition Assessments will provide the City of Ashland with a full inventory of current and anticipated deferred maintenance and an approximation of costs for each line-item deferred maintenance identified. Our comprehensive review of the facilities includes the following:

- Complete site interviews of key facility personnel currently managing and maintaining the facility- gather all pertinent information regarding the facilities and surrounding properties
- Onsite visit: Complete a non-destructive visual inspection, a high-level site visit to review the property and existing building systems conditions inclusive of the following divisions:
 - *02- Site Work*: Site lighting, transformer, parking lots/structures, stormwater, curb, green space, etc.
 - *03- Building Structure*: Non-engineering review of structure- identify points of concern
 - *04- Foundation/Slab-on-Grade*: Basements, loading docks, slabs, etc.
 - *05- Exterior Enclosure*: Façades, exterior walls, exterior doors, windows, building penetrations
 - *06- Roofs*: Roof review, roof drainage, flashing, coping, etc.
 - *07- Interior Construction*: Phased replacement budgeting only
 - *08- FF&E*: Phase replacement budgeting only
 - *09- Special Construction*: Pools, data centers, etc.
 - *10- Conveyance*: Elevators, escalators, chair lifts, etc.
 - *11- Fire Protection*: Protection, detection, panels
 - *12- Plumbing Systems*: Water Heaters, softeners, sumps, sewer, med gas, etc.
 - *13- HVAC*: Heating, Ventilation, cooling, boilers, AHUs, etc.
 - *14- Controls*: DDC, Pneumatic, Lighting
 - *15- Electrical*: Switchgear, Generators, ATS, lighting
 - *16- A/V*: Provided by the City of Ashland
 - *17- Technology, Electronic Safety/Security*: Provided by the City of Ashland
- Identify all deferred maintenance and upcoming facility expenditures and digitize the findings into a consolidated and detailed report
- Itemize and prioritize deferred maintenance and facility expenditure items and develop a comprehensive deferred maintenance list for the facilities

- Identify cost estimates associated with either repair, replacement, or upgrades that coincide with each identified depreciable asset item that will either be a deferred maintenance item or upcoming facility expenditure
- Analyze and consolidate cost estimate information and provide summary cost information on a 10-year plan basis (assessment will include items beyond the 10-year summary)
- Present and review itemized FCA and list of prioritization recommendations and review with key facility personnel and decision makers
- Develop assessment report content
- Present and review assessment report and FCA with the City of Ashland and/or various departments
- Modify/update final facilities condition assessment report based on the City of Ashland input and prioritization direction

In addition to the reporting of the existing facilities' conditions, Kraus-Anderson will provide recommendations around the following items:

- Sustainability recommendations
- Energy efficiency recommendations and possible cost savings
- Safety and security upgrades
- Code compliance/ADA regulations

In addition, Kraus-Anderson will provide high-level analysis and recommendations for the potential identification of harmful materials and possible indoor air-quality concerns. Detailed testing will need to be verified by third-party consultants (not included in this initial phase).

PROJECT APPROACH & WORK PLAN

Kraus-Anderson's Facility Assessment Service follows a detailed delivery assurance process to maintain the quality of the Facility Condition Assessments provided for our customers. Independent of the amount of information available, our team will provide a comprehensive review of the facilities and property, organize the gathered information and previously, and present the results of the facility condition assessment. All information will be digitized and consolidated into an online accessible portal. All information will be easily accessible and available for download.

Define Phase (Project initiation)

- Project proposal development and understanding of client goals and objectives
- Project Award and Setup
- Internal Kickoff Meeting
- External Kickoff Meeting
 - Introduce team members
 - Identify key stakeholders
 - Identify and gather existing key documentation of the site that has not been provided
 - Review proposed timelines and project schedule

Collect Phase

- Site observation and walk-throughs (digitally documenting site walk-through)
- Review existing documentation
- Interview with key personnel and stakeholders– identify key site dates, information about the site, critical information, anecdotal information that may be useful to understanding the status of equipment/materials/condition, transfer of knowledge
- Complete inventory of all reviewed systems and assets
- Digitize information gathered from site interviews, walk-throughs, site visits, etc.

Develop Phase

- Development of comprehensive facility expenditures and deferred maintenance list on a 10-year basis

- Prioritize facility maintenance needs, energy efficiency, code compliance, and ADA issues identified
- Estimate costs associated with facility improvements and upcoming expenditures
- Develop phasing considerations for various projects that should be completed simultaneously or in conjunction
- Incorporate previously completed assessments and estimated costs and confirm pricing for those items

Refine Phase

- Collaboratively work with the owner through:
 - Concepts for facility maintenance items, site improvements, and remediation concepts
 - Iterative prioritization process and criticality of items
 - Potential costs savings for completing projects simultaneously
 - Full understanding of remediation of costs
 - Presentation of data to executive committees
- Identify and understand the results of the data via the Facility Condition Index (FCI) measurement of the reviewed properties

Present Phase

- Provide an executive summary of findings and ownership recommendations
- Provide concepts and prioritization of remediation items
- Provide estimation consolidate budgets on a 10-year plan, inclusive of cost escalation/inflation
- Provide a full digitized package of site plans, concepts, results, estimates, a 10-year plan, and a final report

PROJECT DELIVERABLES

At the conclusion of the project, City of Ashland will be presented with access to KA's portal, inclusive of the following:

Name	Description
Executive report	Summary of the key findings from site visits, including client personnel interviewed
Digitized Site Report	Report of facility information, site walk-through, and deferred maintenance findings and site photography
KA FCA Dashboard	Detailed 10-year plan which includes the following items, prioritize and categories by condition, criticality, replacement timing, resolution, and funding mechanisms including the following: • Capital and deferred maintenance/facility deficiency items identified • Project identification and phasing considerations • Equipment and Materials lifetime expectancy • ADA/Code Compliance considerations • Safety and security considerations • Energy efficiency considerations • Cost estimates based upon real-time market data from KA's current construction cost database
Facility Condition Index	Following the IFMA standard for Facility measurement, the FCI score informs clients on the status of their overall facility

	and assists with strategy on level of investment required moving forward.
Site Interview Information	Document the anecdotal information available about the various facilities, document timeframes and phasing of the building, and current issues the facility teams are dealing with in regards to the facility.
Meetings and Agendas	Inclusive of the kickoff meeting agenda and other regular meetings where information is gathered.

*Deliverables will be provided via Kraus-Anderson's online portal and accessible and downloadable for up to one (1) year from date of initiation of project.

SCHEDULE

Based upon the scope of services, we anticipate an FCA for the proposed facilities to require 2-3 months from the date of the initial kickoff meeting.

FEE

We propose to furnish all labor, material, Workers' Compensation, all liability insurance, and to pay all state, federal and local taxes to provide this assessment for a lump sum fee of **\$32,000.00**

ALTERNATE DEDUCT

If the City would like to defer the police/fire station from the original base scope of work, the deduct would be \$5,700 from the base fee.

EXCLUSIONS

The following is a list of exclusions, not included in the scope of services.

- Geotechnical observation (soil borings)
- Site Survey
- Detailed demographic study (third-party consultant)
- Bulk printing of reports and findings

CLIENT RESPONSIBILITIES

In order to deliver a successful project, the Client agrees to provide the following information in order to support this engagement.

- Designate a single point of contact (SPOC) who will be responsible for:
 - Identify, schedule, and confirm availability of Client subject matter experts, facilities staff, end-users, and management for onsite interviews and meetings.
 - Provide access to the facility as needed
- Provide documentation as needed throughout the project, such as drawings, diagrams, inventories, current cost data, and various reports.
- Ensure client interviews and review meetings are attended in order to avoid project delays and costs.
- Provide information, decisions, and approvals within three (3) working days of the request or otherwise agreed upon.

ACCEPTANCE

This proposal will be deemed accepted as the Work Order for the project upon receipt of a signed original or copy thereof. If this proposal correctly states our agreement, please sign below:

In witness whereof, the parties hereto have caused their duly authorized representatives to enter into this agreement effective as of the date set forth below.

CITY OF ASHLAND

KRAUS-ANDERSON

By: _____

By: _____

Date: / /

Date: / /

PROJECT ASSUMPTIONS

- The purpose of this project is to define current facilities conditions, provide framework for space planning efforts and strategy, not to execute the strategy. The actual execution is expected to be a follow on engagement to be discussed upon the presentation of the strategy and approval by the Client.
- The scope of work was proposed solely to meet the needs of KA's Client.
- KA's evaluations and opinions of cost estimates are only as of the date the walk-through performed, documentation reviewed and interviews conducted. KA does not guarantee any cost estimates provided as part of the facilities assessment.
- Conditions at a property and the estimated costs to remedy them can change significantly over a relatively short period of time due to levels of maintenance, wear and tear, acts of nature and other factors.
- KA shall not be liable for any unintended usage of this report by another party.
- No facility assessment can wholly eliminate uncertainty regarding the potential for physical deficiencies and the performance of a property's building.
- There is an inherent subjective nature of opinions as to such issues as original workmanship, quality of original installation, and estimating the remaining useful life of any given component or system.
- KA's facility assessment was designed to reduce, but not eliminate the uncertainty regarding the potential for component or system failure, within reasonable limits of time and cost, and no warranty is expressed or implied regarding the design, operation or safety of any building system or component by KA's performance of the facility assessment.
- The facility assessment is intended to be a non-intrusive assessment.
- No destructive testing will be completed and concealed areas, such as inside, plenums, behind walls or within machinery, were not accessed (unless specifically noted)
- KA makes no representations regarding exterior insulation and finishing systems (EIFS), curtain walls or other building skin conditions that would not be readily observable and, therefore, outside the scope of this assignment (unless specifically included).
- The facility assessment does not constitute a design, regulatory or code compliance audit of the building systems that may be present at the Property.
- KA is not performing the facilities assessment in the capacity of a design professional. Where any changes or repairs to existing building systems are contemplated, Client agrees to retain the services of a licensed design professional to evaluate/design any such changes or repairs.
- KA's fee for the facilities assessment includes a reasonable allowance for risk. Client agrees that KA's aggregate liability for all claims arising from the facilities assessment will not exceed the fee paid to KA or \$50,000, whichever is greater, and Client agrees to indemnify KA from any liability in excess of such amount.
- Testing, measuring, or preparing calculations for any system or component to determine adequacy, capacity, or compliance with any standard is outside the scope of work.
- Information in this report, concerning past and current physical concerns, maintenance and replacement activities, and condition of spaces not observed or viewable, is from sources deemed to be reliable, including, but not limited to interviews with property owners, operators and tenants, interviews with municipal agencies and vendors; however, no representation or warranty is made as to the accuracy thereof.
- KA will have no ongoing obligation to obtain and include information that was not reasonably ascertainable, practically reviewable or provided to KA in a reasonable timeframe to formulate an opinion and complete the assessment by the agreed upon due date.

- While the general environmental setting of the property is described, this assessment is not intended to be a formal flood plain or wetland determination, and no warranty with respect thereto is expressed or implied.
- Any fungi or mold reference included in the final report does not constitute a professional mold inspection and is not based upon any sampling, testing and/or abatement.
- KA merely notes the visual presence or absence of fungi or mold while in the course of preparing this report.

SUBJECT: Discussion and Approval of a Contract for Wisconsin Hazardous Materials Response System Services between Wisconsin Emergency Management and the City of Ashland Fire Department (*Fire Chief*)

RECOMMENDATION: Forward to Council for Formal Approval

DEPARTMENT OF ORIGIN: Fire Department

CLEARANCES: Council President

EXHIBITS: 1. Contract for Wisconsin Hazardous Materials Response System Services, July 1, 2023 through June 30, 2025

COMPLIANCE WITH STRATEGIC PLAN: NA

SUMMARY STATEMENT:

The City has collaborated with the State of Wisconsin Division of Emergency Management in providing hazardous materials response services in the region surrounding Chequamegon Bay for a number of years. This includes Bayfield, Ashland, Iron, and Price counties that are served directly by the Ashland Fire Department for regional Haz-Mat responses that local jurisdictions are not able to handle by themselves. The City has been under contract with the State of Wisconsin, Department of Military Affairs, Division of Emergency Management since 2013. This contract term begins on July 1st, 2023 and extends through June 30th, 2024. This contract incorporates the Ashland Fire Department into the Northwest Wisconsin Hazardous Materials Taskforce and teams up Superior FD and Ashland FD in responding to Type II hazardous materials events in the Northwest corner of the state. Currently, the City receives 33% of the allotted \$94,515.56 each year for participating in this role. The same contract is used throughout the state for all Type I, Type II, and Type III teams. Changes to this contract include clarification that activated team members are covered by Worker's Compensation at professional fire department wages. Billing and reimbursement for activated teams has been streamlined and payments will be made in weeks not months.



CONTRACT FOR WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM SERVICES

JULY 1, 2023, THROUGH JUNE 30, 2025

Between

**STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

And

**CITY OF EAU CLAIRE, WISCONSIN
CITY OF CHIPPEWA FALLS, WISCONSIN
CITY OF SUPERIOR, WISCONSIN
CITY OF ASHLAND, WISCONSIN
CITY OF RICE LAKE, WISCONSIN
CITY OF MENOMONIE, WISCONSIN**

NORTHWEST WISCONSIN HAZARDOUS MATERIALS TASKFORCE



CONTRACT FOR WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM SERVICES

1.0 General Contract Information

1.1 **Parties:** This contract is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management on the one hand and the City of Eau Claire, the City of Chippewa Falls, the City of Superior, the City of Ashland, the City of Rice Lake, and the City of Menomonie, also collectively referred to as the Northwest Wisconsin Hazardous Materials Taskforce on the other for the provision of Wisconsin Hazardous Materials Response System services as described herein and authorized under 1991 Wisconsin Act 104, as codified in §323.70 of the Wisconsin Statutes and as further amended.

1.2 Recitals:

WHEREAS to protect life and property against the dangers of emergencies involving Level A releases, the Division may assign and make available for use in any county, city, village, or town a hazardous materials response system.

WHEREAS the Division desires to enter into this Agreement to establish Contractor as part of the Wisconsin Hazardous Materials Response System, and Contractor desires to be so designated and to enter into this Agreement.

HOWEVER, the parties expressly recognize and attest by this Agreement that neither party intends to create or assume fiduciary or other responsibilities to provide for the containment, cleanup, repair, restoration, and investigation of the environment (air, land, and water) in a hazardous materials incident, which named responsibilities are and shall remain the sole obligations of the Wisconsin Department of Natural Resources under Wis. Stat. §§292.11 and 323.60(4).

1.3 **Contract Term:** This Agreement runs for two years, commencing July 1, 2023, and ending on June 30, 2025.

1.4 **Quarterly Basis:** Certain actions are to be taken on a quarterly basis. For the purposes of this Agreement, the quarters are as follows:

First quarter:	July 1 through September 30
Second quarter:	October 1 through December 31
Third quarter:	January 1 through March 31
Fourth quarter:	April 1 through June 30

2.0 **Definitions:** The following definitions are used throughout this Agreement:

Agreement means this Contract, together with the Exhibits. Exhibits include the

following:

Exhibit A	Standard Terms and Conditions (Request for Bids/Proposals) DOA-3054 Form
Exhibit B	Northwest Wisconsin Hazardous Materials Taskforce Budget
Exhibit C	Map of Wisconsin Hazardous Materials Response System
Exhibit D	Certificate of Protection in Lieu of an Insurance Policy, as applicable.

State means the State of Wisconsin.

Department means the State of Wisconsin Department of Military Affairs.

Division means the Division of Emergency Management.

Contractor means the City of Eau Claire, the City of Chippewa Falls, the City of Superior, the City of Ashland, the City of Rice Lake, and the City of Menomonie, also collectively referred to as the Northwest Wisconsin Hazardous Materials Taskforce, by which hazardous materials response service or services to Level A releases will be performed under this Agreement.

Emergency means a situation that affects or presents an imminent risk to public health, safety and/or the environment.

Wisconsin Hazardous Materials Taskforce means one of four (4) Taskforces located throughout the State and comprised of Type I, Type II, and Type III hazardous materials teams.

Incident means any actual or imminent threat of release, rupture, fire, or accident that results or has the potential to result in the loss or escape of a hazardous material into the environment.

Level A Release means a release that meets the specifications under Wis. Stat. §323.02(11) of the Wisconsin Statutes.

Type I Hazardous Materials Team includes all Type II and Type III Level A release response capabilities, plus the self-sufficient ability to make entry to and the capability to respond to Weapons of Mass Destruction (WMD) and Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) incidents.

Type II Hazardous Materials Team includes all Type III Level A release response capabilities plus the analysis of unknown substances and the capability to make entry to an unknown substance response with the proper number of personnel.

Type III Hazardous Materials Team includes response capabilities to all known

chemicals and fuels plus the ability to perform mitigation operations and the capability to make entry for Level A releases and known substances with the proper number of personnel.

Wisconsin Hazardous Materials Response System means the four (4) tiered hazardous materials taskforces comprised of fire departments chosen by the Division to provide Level A hazardous materials response that meets the standards under 29 CFR 1910.120 and/or 29 CFR 1910.134(f), NFPA 472 and 1582, IS 700, ICS 100, 200, 300 and 400, and Wisconsin Firefighter 1.

3.0 Statement of Work

- 3.1 Services to be provided by Contractor:** During the term of this Agreement, the Contractor agrees to provide hazardous materials response system services to Level A releases through the use of designated Type I, Type II, and Type III Hazardous Materials Teams making up four (4) Taskforce areas throughout the State of Wisconsin as described in Exhibit C, attached hereto and incorporated by reference herein. This Agreement does not include response to Type IV incidents which are locally defined and handled by the authority having jurisdiction.

Contractor's response activities under this Agreement shall be limited to emergency operations relating to hazardous material incidents, reporting and documentation of activities arising from hazardous materials releases/incidents which threaten life, property and/or the environment. Contractor shall not provide under this Agreement any services with respect to the sampling, testing, analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident, as determined by the Contractor.

Contractor shall establish safety perimeters at or near sites and vessels. Contractor shall not be required to locate underground utilities, ensure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal, and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

The Division and Contractor make no representations to third parties with regard to the ultimate outcome of the services to be provided under this Agreement, but Contractor shall respond to the best of its abilities, subject to the terms of this Agreement.

- 3.2 Performance Conditions:** Contractor acknowledges that prior to undertaking any emergency response activity under this Agreement, Contractor shall receive written approval from the Division to proceed with response activities. A Contractor that

has previously been providing services under a regional hazardous materials response system agreement with the Division is considered to have received written approval to proceed with response activities. Division approval shall be conditioned upon the Contractor demonstrating to the Division that its employees, equipment and vehicles meet or exceed applicable regulatory requirements.

- 3.3 **Personnel:** Contractor shall provide an adequate number of trained, medically monitored, competent, and supervised personnel as established by the Division and as is reasonably necessary to operate within the safety levels of the Wisconsin Hazardous Materials Response System. Contractor shall meet the standards under 29 CFR 1910.120 and/or 29 CFR 1910.134(f), NFPA 471, 472 and 1582, IS 700, ICS 100, 200, 300 and 400, and Wisconsin Firefighter 1 certification.
- 3.4 **Vehicles and Equipment:** Contractor shall limit its activities to that which can be safely accomplished within the technical limitations of the available vehicles and equipment. Contractor may use equipment and vehicles provided by the Division for Contractor's local use, except as follows. Contractor agrees that in the event of multiple responses, said equipment that is already not committed to a prior response shall be used on a priority basis to respond to a hazardous materials release. Contractor shall provide the Division with a current listing of its equipment assets including the manufacturer, date of purchase, and calibration requirements within 30 days after this Agreement is fully executed and annually thereafter.
- 3.5 **Vehicle and Equipment Use Limitations:** This Agreement in no way limits the Contractor from responding with Division-provided vehicles, equipment, and supplies under local authority, mutual aid agreements, or other contracts under local authority.
- 3.6 **Response Procedures and Limitations:** Contractor recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Contractor agrees that if local fire response obligations in Contractor's own jurisdiction create limits or unavailable resources, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction.

Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of an emergency response request pursuant to mutually approved Standard Operating Guidelines provided in Subsection 3.8. These guidelines will be maintained in a mutual aid support system that will be used to assess readiness.

- 3.7 **Right of Refusal:** If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Contractor because Contractor's resources are otherwise inadequate or unavailable and mutual aid is unavailable for a hazardous materials response within the State, then, if notice has been provided to the Division, the Contractor may decline a request for hazardous material

response system services.

- 3.8 **Standard Operating Guidelines:** Contractor and Division agree that hazardous materials response system operations will be conducted in accordance with Wisconsin Hazardous Materials Response System Operations Plan, and "Call Out Procedure" that will be mutually approved by the parties to this Agreement.
- 3.9 **Mutual Aid Box Alarm System (MABAS):** Contractor is highly encouraged to participate in the MABAS-WI program. At a minimum and absent MABAS-WI participation, Contractor will be qualified and credentialed under all NIMS standards for hazardous materials.
- 3.10 **Standardized Equipment Reports:** In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall require standardized equipment purchases and inventory for the Wisconsin Hazardous Materials Response System. Contractor shall update, on an annual basis, the Standardized Equipment that provides a current inventory of all hazardous materials equipment assets including but not limited to the manufacturer, date of purchase, and calibration requirements. The Contractor will input equipment inventory on the Division's secure ImageTrend Elite website, <https://wisconsinfire.imagetrendelite.com/elite/organizationwisconsinfire/> or equivalent. The annual Equipment Inventory shall be updated after January 1, or when new equipment is added during the calendar year. Failure to submit timely Equipment Inventory may result in the withholding of quarterly Annual Allocation payments provided for under this Agreement.
- 3.11 **Operating Expenditure Reports:** In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall collect standardized operating expenditure information from Contractor including but not limited to wages and stipend costs. Contractor shall provide the Division, on a quarterly basis, with an Operating Expenditure Report that provides a current listing of its hazardous materials team operating expenditures on an electronic spreadsheet developed by the Division. The Division will input Contractor's operating expenditures on the Division's secure WebEOC website located at wi.webeocasp.com, or equivalent. The quarterly Operating Expenditure Reports shall be provided to the Division no later than thirty (30) days after the end of each quarter. Failure to submit timely Operating Expenditure Reports may result in the withholding of quarterly payments under this Agreement until such report is received.
- 3.12 **Hazardous Materials Incident Reporting:** To prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall collect accurate, actual, and standardized hazardous materials assist and response data. Further, Contractor shall report all hazardous materials incidents (local/county or State) on the Division's secure ImageTrend Elite website,

<https://wisconsinfire.imagetrendelite.com/elite/organizationwisconsinfire/> or equivalent. The Hazardous Materials Incident Report shall be completed and submitted no later than five (5) business days after the end of the incident. Failure to submit timely Hazardous Materials Incident Reports may result in the withholding of quarterly payments under this Agreement until the report is submitted.

- 3.13 **Wisconsin Hazardous Material Response System Member Rosters:** Under Subsection 5.11, members of the Wisconsin Hazardous Materials Response System are considered state employees for worker's compensation purposes. It is paramount that the Division has a current listing of all members in order to ensure coverage. Contractor shall provide the Division, on a quarterly basis, with a current listing of its members on an electronic spreadsheet developed by the Division. Failure to submit timely member rosters may result in the withholding of quarterly payments under this Agreement.

4.0 **Advisory Committee**

- 4.1 There are currently four agreements establishing separate Wisconsin hazardous materials taskforces. Section 4 of each such agreement authorizes the creation of a committee that will advise the Division on matters relating to the exercise of the Division's discretion.
- 4.2 The committee shall be advisory only.
- 4.3 Committee membership shall be made up of two representatives from each type of team (Type 1, Type 2, and Type 3) and one at-large representative.
- 4.4 Membership may be drawn from any of the contractors of any of the four taskforces.
- 4.5 The members of the advisory committee shall be appointed by the Board of Directors of the Wisconsin State Fire Chiefs Association.

5.0 **Contractor Annual Allocation, Reimbursement, and Grants**

There are two types of Contractor funding under this Agreement: (1) Annual Allocation based on the Type I, Type II or Type III Level A release capabilities provided by Contractor and (2) Team Response Costs. Each of these is discussed below.

- 5.1 **Annual Allocation and Quarterly Payments:** As provided under Wis. Stat. §323.70(2) of the Wisconsin Statutes, Contractor will be subsidized annually, commencing 7/1/2023 and for State Fiscal Years 2022/2023 through 2023/2024, under this Agreement for its approved annual allocation as described in "Exhibit B", attached, and incorporated by reference. The payments shall be made to

Contractor on a quarterly basis, with the first payment to be made at the end of the first quarter, if all required quarterly reports have been submitted for the quarter at issue and if the Agreement has not been terminated or canceled with respect to the Contractor. If the Agreement has been terminated or canceled with respect to the Contractor prior to the end of the Agreement, payment of annual allocations will be made pursuant to Section 8.8. Funding amounts will be based by Type I, Type II, and Type III Hazardous Materials Team designation. The Annual Allocation is intended to cover direct and indirect costs necessary to ensure the proper number of trained personnel per shift depending on the type of response, a stipend per response system member as well as baseline, maintenance, and exit physicals for each response system member. Quarterly Annual Allocation payments to Contractor shall be made from the appropriation account under Wis. Stat. § 20.465(3)(dd) of the Wisconsin Statutes.

- 5.1.1 Funds allocated under Subsection 5.1 of this Agreement shall supplement existing, budgeted monies of the Contractor to provide the services specified herein and may not be used to replace, decrease, or release for alternative purposes the existing, budgeted monies of or provided to the Contractor.

Further, funds allocated under Subsection 5.1 of this Agreement shall not be used by Contractor to supplement, offset, replace, decrease, or release any budgetary obligations for other municipal departments not directly connected to this Agreement.

5.2 **Northwest Wisconsin Hazardous Materials Taskforce Response Costs and Reimbursement:**

- 5.2.1 Pursuant to Wis. Stat. §323.70(3) of the Wisconsin Statutes and as set forth in this Section 5.2.1, Contractor shall be reimbursed for reasonable and necessary response costs and expenses incurred in responding to an emergency involving a Level A release or potential Level A release pursuant to this Agreement.

Taskforce response costs may include, but are not limited to:

- (1) Reimbursement for use of Vehicle(s) and Apparatus: Contractor shall be reimbursed for the approved use of its vehicles and equipment at FEMA-established rates.

- (2) Personnel Expenses: Contractor's team response personnel expenses which are approved and authorized under this Agreement are reimbursable at the rates described as follows:

- a) For full-time fire departments, at the actual cost of personnel expenses.

b) For part-time and volunteer fire departments or team personnel, at the average over-time hourly rates for the three geographically nearest full-time fire departments.

Team response personnel expenses shall be billed to the nearest one-fourth (1/4) hour work period. Personnel expenses may reflect replacement personnel costs and indirect charges/costs for wage, fringe, death, and duty disability retirement benefits.

(3) Emergency Expenses: Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such expenses must be based on actual expenditures and fully documented by the Contractor. The Division reserves the right to deny any reimbursement of unjustifiable Contractor expenditures.

5.2.2 If the Division determines that an emergency requiring a response per this Agreement existed, the Division will issue reimbursement for response costs to Contractor within 60 days after receiving a complete application for reimbursement from Contractor on a form prescribed by the Division, but only if the completed application is received by the Division within 45 days after the conclusion of deployment for a response under this Agreement.

5.3 **Training Costs**: In addition to the Annual Allocation, funding may be available to Contractor through the Division's training and equipment grants. Applications shall be made via "E-Grants" and will be available to Contractor based upon established criteria. The Division makes no representations that funding will be available to any or all parties.

5.4 **Duty Disability Premium Increases**: The Division shall reimburse Contractor for costs incurred by Contractor for any increase in contributions for duty disability premiums as set forth in Wis. Stat. § 323.70(3m) for employees who received duty disability benefits because of an injury incurred while performing duties as a member of the Northwest Wisconsin Hazardous Materials Taskforce while engaging in a response to a Level A emergency under this Agreement.

5.5 **Standard Equipment Purchases and Cache**: The Division intends to standardize equipment purchases for the Wisconsin Hazardous Materials Response System. Contractor shall provide the Division with a current listing of its equipment assets including the manufacturer, date of purchase, and calibration requirements. The Division will develop a standardized equipment list including vendor information.

Contractor may make equipment purchase requests to the Division by submitting an "E-Grants" request with supporting documentation. The Division makes no representations that funding will be available to all parties.

The Division intends to develop and maintain an equipment cache. When developed, Contractor may borrow specific equipment from the equipment cache in the event of an equipment failure requiring repair of Contractor's equipment.

- 5.6 **Minimum Appropriation:** The Division has requested in its State Fiscal Years 2023-2025 budget a sum to cover the annual allocation for those fiscal years as described in "Exhibit B" to this Agreement. If at least that amount is appropriated, then that amount shall be the minimum amount payable annually to response teams, with any additional amounts that might be appropriated payable pro rata to the response teams as part of the annual allocation. The minimum contract annual allocation does not, however, include Contractor's response costs as specified in Subsection 5.2 of this Agreement.
- 5.7 **Full Payment and Release:** The Division's reimbursement(s) shall be full payment for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement. Acceptance of payment by the Contractor shall operate as a release of the Division of all claims by Contractor for reimbursement of its response costs.
- 5.8 **Approval:** Contractor, when acting under this Agreement, may not participate in an emergency response to a Level A release without following the Division-approved "Call Out Procedure." Contractor agrees to make reasonable and good faith efforts to minimize costs.
- 5.9 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution to any retirement benefit or other benefit offered by Contractor or the State. Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.
- 5.10 **Worker's Compensation:** A member of the Northwest Wisconsin Hazardous Materials Taskforce who is acting under the scope of this Agreement is an employee of the State for purposes of worker's compensation under §323.70(5) of the Wisconsin Statutes. For all other purposes, the member remains Contractor's employee.
- 5.11 **Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as just, due, and payable to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects, or refuses to pay any such claims as they become due and for which the Division may be held liable, the proper officer(s) representing the Division, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

- 5.12 **Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency except as approved and authorized under this Agreement.
- 5.13 **Taskforce Members:** Members of the Northwest Wisconsin Hazardous Materials Taskforce are firefighters and therefore are considered protective occupation employees.

6.0 Liability and Indemnity

Nothing contained in this Agreement is intended to limit any immunities and rights of any party available under Wis. Stat. §§ 345.05, 893.80, 893.82 and 895.46 or any other constitutional or statutory provision or common law. Such immunities and rights are expressly reserved to the parties.

- 6.1 **Scope:** During operations authorized by this Agreement, Contractor employees who are part of Contractor's emergency management program shall be agents of the State and protected and defended against tort liability under Wis. Stat. §323.41. For purposes of Wis. Stat. § 895.46(1), members of the Northwest Wisconsin Hazardous Materials Taskforce shall, during authorized operations, be considered agents of the State and the State will indemnify such employees as required under Wis. Stat. § 895.46(1). For purposes of this section, operations means activities, including travel, directly related to a particular emergency response involving a hazardous material response/incident by a hazardous materials response system team. Operations also include specialized training activities provided under this Agreement to the members of a hazardous materials response system team.
- 6.2 **Civil liability exemption; hazardous material and local emergency response team:** Under Wis. Stat. § 895.483(1), a Hazardous Materials Taskforce, a member of such a Taskforce, and a local agency, as defined in Wis. Stat. § 323.70(1)(b), that contracts with the Division under Wis. Stat. § 323.70 are immune from civil liability for acts or omissions related to carrying out responsibilities under this Agreement.

7.0 Insurance Provisions

- 7.1 **General Liability Insurance:** Contractor shall maintain, at its own expense, and keep in effect during the term of this Agreement, commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage is one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. The State reserves the right to require higher or lower limits where warranted.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is

protected by a Self-Funded Liability and Property Program or alternative funding source(s), attached hereto as "Exhibit D".

- 7.2 **Automobile Liability:** Contractor shall obtain and keep in effect automobile liability insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. This coverage may be written in combination with the commercial liability and property damage insurance mentioned in Subsection 7.1. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage. The State reserves the right to require higher or lower limits where warranted.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program, or alternative funding source(s) attached hereto as "Exhibit D".

- 7.3 **Notice of Cancellation or Change:** Contractor agrees that there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days' written notice to the Division.
- 7.4 **Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, Contractor shall provide to the Wisconsin Department of Military Affairs' General Counsel an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the Agreement or, if self-insured or uninsured, a Certificate of Protection in Lieu of Insurance Policy prior to commencement of this Agreement and annually thereafter.

8.0 **Standard Contract Terms, Conditions and Requirements**

- 8.1 **Disclosure of Independence and Relationship:** Contractor certifies that no relationship exists between its membership in the Hazardous Materials Response System, the State, or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the Contractor and its employees and another person or organization that constitutes a conflict of interest with respect to a state contract.

Contractor agrees as part of this Agreement that, during performance of this Agreement, it will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the Wisconsin Department of Military Affairs or has interests that are adverse to the Department.

The Department of Administration may waive the provisions of the previous two paragraphs, in writing, if those activities of the Contractor will not be adverse to the

interests of the State.

- 8.2 **Dual Employment:** Section 16.417 of the Wisconsin Statutes prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$12,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 8.3 **Employment:** Contractor will not engage the service of any person or persons now employed by the State, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department of Military Affairs and the Division.
- 8.4 **Conflict of interest:** Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.
- 8.5 **Recordkeeping and Record Retention:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Contractor. The Contractor shall retain all documents applicable to the Agreement for a period of not less than six (6) years after the final payment is made or longer where required by law.
- 8.6 **Taskforce Member Removal:** If an individual Northwest Hazardous Materials Taskforce member is substantiated to have been negligent or unresponsive with respect to the requirements under this Agreement, the Division, after consultation with Contractor and Contractor's Fire Commission/Board, may recommend the removal of this member from the Taskforce. A request by the Division to dismiss a Taskforce member shall not constitute an order to discipline or discharge the employee. All actions taken by the Contractor and/or fire department management with regard to employee discipline shall be at the sole discretion of the Contractor and/or fire department management.
- 8.7 **Hold Harmless:** Contractor will indemnify, defend against, and hold harmless the Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin for any claims arising from any disputes any Local Agency may have with its employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.

8.8 Termination of Agreement:

Contractor may terminate this Agreement at will by delivering ninety (90) days' written notice to the Division of intent to terminate, during which 90-day period Contractor must continue to provide services under the Agreement. If the Agreement terminates at the end of a quarter based on Contractor's 90-day notice of termination, Contractor will be paid its quarterly payment from the Annual Allocation, but no further Annual Allocation payments will be made. If the Agreement terminates during a quarter based on Contractor's 90-day notice of termination, Contractor will be paid a prorated amount of its Annual Allocation for that quarter, but no further Annual Allocation payments will be made.

The Division may terminate this Agreement at will effective upon delivery of written notice to the Contractor, under any of the following conditions:

- (1) Division funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for payments under this Agreement.
- (2) Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.
- (3) Any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- (4) Failure of Contractor to comply with the terms, conditions, and specifications of the Agreement.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination, except as provided elsewhere in the Agreement.

- 8.9 **Cancellation:** The continuation of payments under this Agreement beyond the limits of the funds already available is contingent upon the future availability of funds to support such payments. The State of Wisconsin reserves the right to immediately cancel any contract in whole or in part without penalty due to non-appropriation of funds. Upon cancellation, response costs and expenses incurred up to that date will be reimbursed to the extent of recovery from the Responsible Party and any appropriated amounts available and a prorated amount of annual allocations will be made to the extent funds have been appropriated.

- 8.10 **Prime Contractor and Minority Business Subcontractors:** In the event Contractor subcontracts for supplies and/or services, any subcontractor must abide by all terms and conditions of the Agreement. The Contractor shall be responsible for performance of services authorized by this Agreement whether or not subcontractors are used.

Contractor is encouraged to purchase services and supplies when/if applicable from minority businesses certified by the Wisconsin Department of Development, Bureau of Minority Business Development.

- 8.11 **Executed Contract to Constitute Entire Agreement:** The written Agreement with referenced Exhibits and attachments shall constitute the entire agreement of the parties regarding the subject matter of the Agreement and supersedes all prior discussions, negotiations, and agreements, written or oral, with respect to the subject matter of this Agreement.
- 8.12 **News Releases:** News releases pertaining to the negotiation of this Agreement shall not be made without the prior approval of the Division.
- 8.13 **Applicable Law:** This Agreement shall be governed under the laws of the State of Wisconsin. The Contractor and State shall at all times comply with and observe all federal and state laws, rules and regulations and ordinances which are in effect during the period of this Agreement, and which may in any manner affect performance of obligations under this Agreement.
- 8.14 **Assignment:** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 8.15 **Successors in Interest:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.
- 8.16 **Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees, and members. Such reports shall be directed to:

ATTN: Administrator
Division of Emergency Management
WI Dept. of Military Affairs
PO Box 7865
Madison, WI 53707-7865
Telephone #: (608) 242-3232
FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: State General Counsel
WI Dept. of Military Affairs
PO Box 8111
Madison, WI 53708-8111

- 8.17 **Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 8.18 **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of Division and Contractor and approval, by passive review or otherwise, of the Wisconsin Joint Committee on Finance. In the event additional funding is provided for the four taskforces (Northwest, Northeast, Southwest and Southeast) as a group, the provisions in this Agreement and the agreements establishing the three other taskforces regarding payment to contractors shall be modified by written agreement of the parties to reflect the additional funding consistent with any legislative directive.
- 8.19 **Approval Authority:** Contractor's representatives certify by their signature below that they have the necessary and lawful authority to enter into contracts and agreements on behalf of the Contractor.
- 8.20 **Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the Division to Contractor and Contractor may, upon thirty (30) days prior written notice, terminate this contract if funds are not available.
- 8.21 **No Waiver:** No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, under this Agreement, on the part of the Division, State, or Contractor, shall operate as a waiver of it, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of it or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, State, or Contractor, in the written waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.
- 8.22 **Construction of Agreement:** This Agreement is intended to be solely between the

parties. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

- 8.23 **Disparity:** In the event of a discrepancy, difference or disparity in the terms, conditions or language contained in the Agreement, on the one hand, and its Exhibits on the other, it is agreed between the parties that the language in Exhibit A to this Agreement, shall control.
- 8.24 **Amendment to Comply with Law.** If any laws are enacted that affect the subject matter of this Agreement, the Parties agree to amend this Agreement to reflect the substance of such laws as soon as practicable. Such amendment must first be submitted to the Joint Finance Committee for passive or actual approval prior to being fully executed.
- 8.25 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but all of which together shall constitute one and the same instrument.

Approving Signatures:

ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)

Dated this ____ day of _____, 2023.

Greg Engle, Division Administrator

On Behalf of the City of Eau Claire
A Municipal Corporation

Dated this ____ day of _____, 2023.

Signature: _____
Printed Name: Stephanie Hirsch
Title: City Manager
Address: 203 South Farwell Street
City/State: Eau Claire, WI Zip: 54702

On Behalf of the City of Eau Claire

Dated this ____ day of _____, 2023.

Signature: _____
Printed Name: Nicholas L. Koerner
Title: City Clerk
Address: 203 South Farwell Street
City/State: Eau Claire, WI Zip: 54702

On Behalf of the City of Eau Claire

Dated this ____ day of _____, 2023.

Signature: _____
Printed Name: Kitzie Winters
Title: City Finance Director
Address: 203 South Farwell Street
City/State: Eau Claire, WI Zip: 54702

On Behalf of the City of Eau Claire Fire Department

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Matthew Jaggar

Title: Fire Chief

Address: 216 South Dewey Street

City/State: Eau Claire, WI Zip: 54702

Approved as to form:

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Stephen Nick

Title: City Attorney

Address: 203 South Farwell Street

City/State: Eau Claire, WI Zip: 54702

On Behalf of the City of Chippewa Falls
A Municipal Corporation

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Gregory Hoffman

Title: Mayor

Address: 30 West Central Street

City/State: Chippewa Falls, WI Zip: 54729

On Behalf of the City of Chippewa Falls

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Bridget Givens

Title: City Clerk

Address: 30 West Central Street

City/State: Chippewa Falls, WI Zip: 54729

On Behalf of the City of Chippewa Falls

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Lynne Bauer

Title: Finance Manager/Treasurer

Address: 30 West Central Street

City/State: Chippewa Falls, WI Zip: 54729

On Behalf of the City of Chippewa Falls Fire Department

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Jason Thom

Title: Fire Chief

Address: 30 West Central Street

City/State: Chippewa Falls, WI Zip: 54729

Approved as to form:

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Robert Ferg

Title: City Attorney

Address: 411 North Bridge Street

City/State: Chippewa Falls, WI Zip: 54729

On Behalf of the City of Superior
A Municipal Corporation

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Jim Paine

Title: Mayor

Address: 1316 North 14th Street

City/State: Superior, WI Zip: 54880

On Behalf of the City of Superior

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Nicholas Rhinehart

Title: Finance Director

Address: 1316 North 14th Street

City/State: Superior, WI Zip: 54880

On Behalf of the City of Superior

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Heidi Blunt

Title: City Clerk

Address: 1316 North 14th Street

City/State: Superior, WI Zip: 54880

On Behalf of the City of Superior Fire Department

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Camron Vollbrecht

Title: Fire Chief

Address: 1316 North 14th Street

City/State: Superior, WI Zip: 54880

On Behalf of the City of Ashland
A Municipal Corporation

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Brant Kucera
Title: City Administrator
Address: 601 Main Street West
City/State: Ashland, WI Zip: 54806

On Behalf of the City of Ashland

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Denise Oliphant
Title: City Clerk
Address: 601 Main Street West
City/State: Ashland, WI Zip: 54806

On Behalf of the City of Ashland

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Jacey Dean
Title: City Treasurer
Address: 601 Main Street West
City/State: Ashland, WI Zip: 54806

Approved as to form:

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Tyler Wickman

Title: City Attorney

Address: 220 6th Avenue West

City/State: Ashland, WI Zip: 54806

On Behalf of the City of Ashland Fire Department

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Stuart Matthias

Title: Fire Chief

Address: 215 6th Street East

City/State: Ashland, WI Zip: 54806

On Behalf of the City of Rice Lake
A Municipal Corporation

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Justin Fonfara

Title: Mayor

Address: 30 East Eau Claire Street

City/State: Rice Lake, WI Zip: 54868

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Kathy Morse

Title: City Clerk

Address: 30 East Eau Claire Street

City/State: Rice Lake, WI Zip: 54868

Approved as to form:

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Lindsey Kohls

Title: Municipal Legal Counsel

Address: 7 South Dewey Street

City/State: Eau Claire, WI Zip: 54701

On Behalf of the City of Menomonie
A Municipal Corporation

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Randy Knaack

Title: Mayor

Address: 800 Wilson Avenue

City/State: Menomonie, WI Zip: 54751

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Kate Martin

Title: City Clerk

Address: 800 Wilson Avenue

City/State: Menomonie, WI Zip: 54751

Approved as to form:

Dated this ____ day of _____, 2023.

Signature: _____

Printed Name: Benjamin Ludeman

Title: City Attorney

Address: 3624 Oakwood Hills Parkway

City/State: Eau Claire, WI Zip: 54702

Exhibit A

- 1.0 GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 2.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of Wis. Stat. § 77.66, and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 3.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 4.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 5.0 NONDISCRIMINATION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. §. 51.01(5), sexual orientation as defined in Wis. Stat. § 111.32(13m) or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor is exempt from having to file an affirmative action plan but must request the exemption within fifteen (15) working days from

the date the Agreement is fully executed.

- 5.1 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 5.2 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 5.3 Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
- 5.4 Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- 6.0 **CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 7.0 **VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 8.0 **PUBLIC RECORDS ACCESS:** Pursuant to Wis. Stat. §19.36 (3), all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall promptly provide the requested records to the contracting agency. Contractor agrees to contact the State promptly upon receiving a request for information under the public records law and comply with the State's instructions on how to respond to the request. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

9.0 DISCLOSURE: If a state public official (Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to Wis. Stat. § 19.45(6), before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, Wis. Stat. § 16.417.

10.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

11.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

12.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

Exhibit B

NORTHWEST WISCONSIN
HAZARDOUS MATERIALS
TASKFORCE

**WISCONSIN HAZARDOUS
MATERIALS RESPONSE SYSTEM**

BUDGET

CONTRACTORS:

CITY OF EAU CLAIRE, WISCONSIN
CITY OF CHIPPEWA FALLS, WISCONSIN
CITY OF SUPERIOR, WISCONSIN
CITY OF ASHLAND, WISCONSIN
CITY OF RICE LAKE, WISCONSIN
CITY OF MENOMONIE, WISCONSIN

TEAM NAME	TEAM TYPE	BUDGET 7/01/23- 6/30/24	BUDGET 7/1/24- 6/30/25
CITIES OF EAU CLAIRE AND CHIPPEWA FALLS	TYPE I	\$115,954.48	\$115,954.48
CITIES OF SUPERIOR AND ASHLAND	TYPE II	\$94,515.56	\$94,515.56
CITY OF RICE LAKE	TYPE III	\$15,823.70	\$15,823.70
CITY OF MENOMONIE	TYPE III	\$15,823.70	\$15,823.70

NOTE: CHECKS WILL BE MADE PAYABLE TO EACH CONTRACTOR NOTED
ABOVE ON A QUARTERLY BASIS AS SPECIFIED IN THE AGREEMENT.

Exhibit C

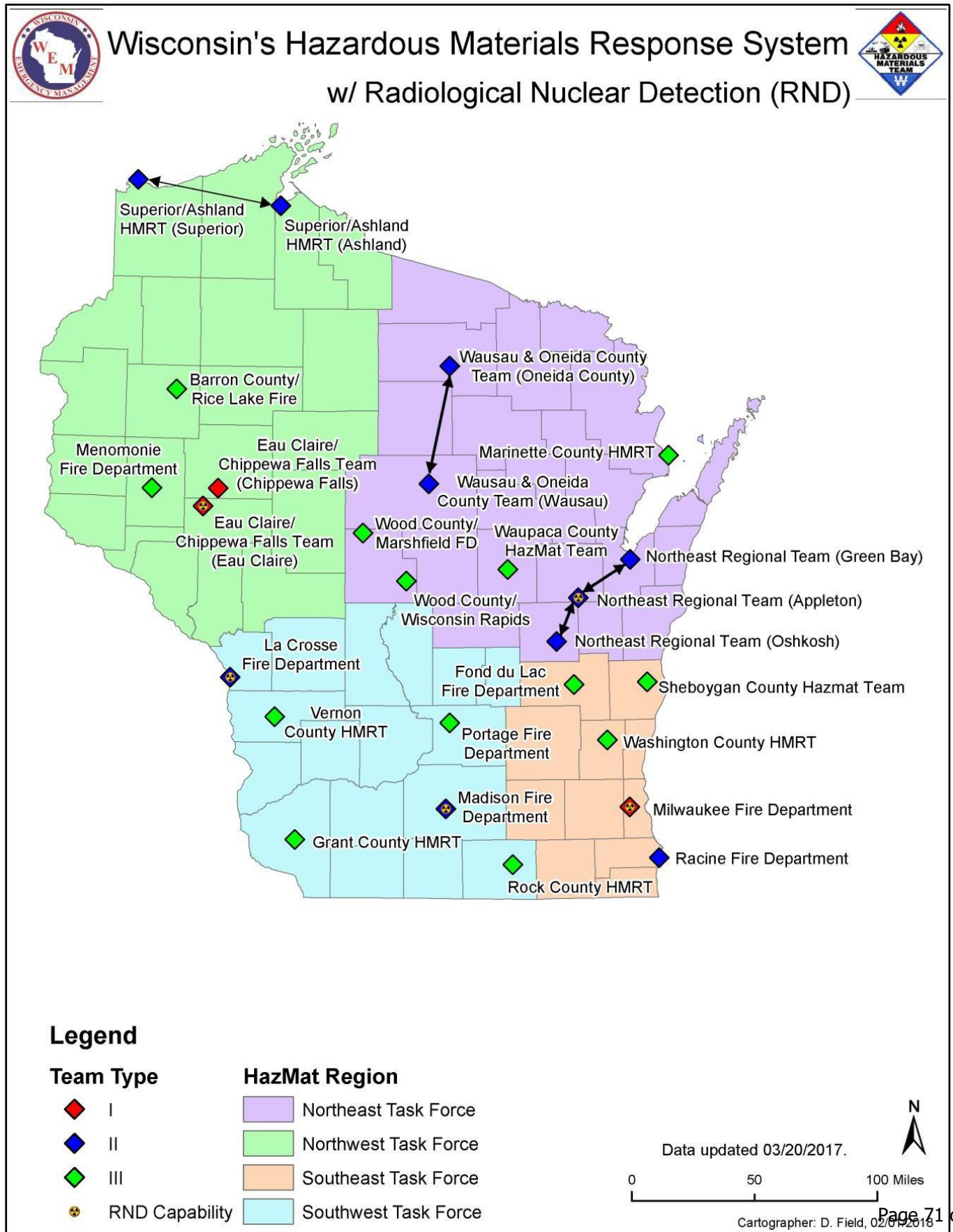


Exhibit D

MUNICIPAL CERTIFICATES OF INSURANCE

SUBJECT: Discussion and Possible Action Regarding Delegated Agent Status with the Wisconsin DSPS, Associated Ordinance Updates, Agreement, and Fee Schedule
Addendum (*Planning Director*)

RECOMMENDATION: Approval and referral to Council for review and action

DEPARTMENT OF ORIGIN: Planning and Development

CLEARANCES: City Attorney, Fire Chief, City Administrator

EXHIBITS:

1. Delegated Community Status - Ordinance revision - Draft
2. Delegated Community Status - Professional Services Agreement - EPLEX Building Plan Reviews - City of Ashland - Final
3. Commercial Plan Review Fee Schedule

COMPLIANCE WITH STRATEGIC PLAN: This item is not directly mentioned in the Strategic Plan but will improve the level of service (significantly decrease turnaround times) for applicants requiring commercial plan reviews.

SUMMARY STATEMENT:

The Planning and Development Department is proposing that the City of Ashland become a Delegated Agent under the WI Department of Safety and Professional Services (DSPS). The WI DSPS can delegate some plan review, permitting, and inspection responsibilities to municipalities and other local government entities. This would allow the City of Ashland to conduct or contract out plan reviews for many commercial projects. Currently most commercial plan reviews and associated fees are submitted to the WI DSPS. The DSPS usually has a turnaround time of 30 days for commercial plan reviews. Inspections for projects reviewed by the state are handled by the state building inspector for our region. Due to the large geographic area (around 17 counties) that the state inspector must cover, he is not able to devote the time here that the local inspector has available. Conflicts have also come up on some job sites over the jurisdiction of the local building inspector and whether the local inspector can enter a property in order to issue a Certificate of Occupancy.

With Delegated Agent status, the City of Ashland would take over responsibility of doing some commercial plan reviews and ensuring that the Wisconsin Administrative Code is upheld. E-Plan Exam has assisted multiple WI municipalities with obtaining their delegated statuses and conducting their plan reviews. The City of Ashland would contract with E-Plan Exam to handle many commercial plan reviews. The Wisconsin Administrative Code requires that Delegated Agents employ or contract with appropriately credentialed individuals/agencies and remit the appropriate fees to the DSPS. E-Plan Exam has licensed Architects and Professional Engineers on staff to conduct plan reviews. The proposed fee schedule is very similar to the current fees charged by DSPS when plans are submitted to the state. Applicants would apply for City of Ashland plan review through E-Plan Exam's online portal. Applicants would pay the required review fees to E-Plan Exam rather than to DSPS. The benefit to applicants and the City is that E-Plan Exam promises a maximum 15-day turnaround time as opposed to the 30-day time of the state. The fees would be very similar and E-Plan would remit 10% of the fees collected to the City of Ashland. E-Plan would remit out of their portion of the fees the required amounts to the state. Delegated Agent status would clear up much confusion as

to whether the local building inspector has jurisdiction on commercial job sites. Instead of the State building inspector, the City building inspector would handle inspections for any projects reviewed by E-Plan Exam or the City.

E-Plan Exam has a draft agreement included with the packet materials for review. The City Attorney has reviewed this agreement and E-Plan Exam and City staff have made the requested changes. The agreement is for a three year term but there is a 30-day termination clause. E-Plan Exam has assisted in updating the City's fire and building codes to adopt the current SPS sections and bring the City's ordinances in line with DSPS requirements. Planning staff worked with the Fire Chief and his staff to ensure the Fire Department is on board with any fire code revisions. The City Attorney has also reviewed the proposed ordinance amendments and staff and E-Plan Exam have incorporated his input. The proposed ordinance amendment also bring the City's ordinances in line with current Uniform Dwelling Code requirements (for single and two-family structures).

The WI DSPS would still review and inspect plumbing and elevator projects. For electrical staff would still have applicants submit to the state. For any hospitals and medical facilities that require Department of Health Services (DHS) review these would continue to go to DHS. Once the City is delegated, Building, HVAC, Fire Alarm, and Fire Sprinkler scopes of work for structures of unlimited size that are not regulated by DHS would be done at the local level. For projects under 50,000 cubic feet in volume, City staff has the option of reviewing them or referring them to E-Plan Exam. For projects 50,000 cubic feet or greater, E-Plan Exam would handle the reviews. If large commercial projects are proposed, reviews at the local level are possible once the State approves the delegation. For plumbing, elevators, electrical, and DHS projects the City inspector would continue doing observations and issuing Certificates of Occupancy. Projects under 50,000 cubic feet (around the size of a McDonald's or other fast food restaurant) comprise the bulk of the commercial projects in the City currently.

Staff has included the ordinance revisions, draft agreement between E-Plan Exam and the City, and fee schedule in the packet materials. The fee schedule could be adopted as an addendum to the current City fee schedule and staff can make a note in the City's fee schedule that for commercial plan reviews the addendum applies. Staff believes that WI Delegated Community Status with the WI DSPS will benefit the City and applicants by allowing for a significantly quicker plan review turnaround time (15 rather than 30 days) and clearing up issues regarding state versus local building inspector jurisdiction on some job sites. The fiscal benefit to the City is that the City would see 10% of the plan review fees for projects submitted to E-Plan Exam for review. Currently all review fees are sent to the state. Staff recommends COW approval of the proposed ordinance revisions, agreement, and fee schedule and referral to the Council for review.

Fire Code

221-260 Fire Department

[245 Construction Limits, Adoption Of A Fire Code, And Authorization Of Fire Inspections](#)

[246 Contractual Fire Agreements Between The City Of Ashland And Neighboring Municipalities Authorized](#)

245 Construction Limits, Adoption Of A Fire Code, And Authorization Of Fire Inspections

[245.01 \(Reserved\)](#)

[245.02 Adoption Of A Fire Code](#)

[245.03 Fire Inspection Requirements](#)

[245.04 Enforcement](#)

[245.05 Forfeiture](#)

245.01 (Reserved)

245.02 Adoption Of A Fire Code

Chapter SPS 314, Wisconsin Administrative Code, is hereby adopted as the Fire Code for the City of Ashland. Additionally, the following sections in the Wisconsin Administrative Code, as now written and as hereafter amended, are hereby adopted and by reference made a part of this chapter as if fully set forth in this chapter. Any act required to be performed or prohibited by any such administrative code provision incorporated in this section by reference is required or prohibited by this chapter. Any future amendments, revisions or modifications of the Wisconsin Administrative Code provisions incorporated in this section are intended to be made part of this Code: Wisconsin Administrative Code SPS 304; SPS 305; SPS 307; SPS 309; SPS 310; SPS 314; SPS 328; SPS 330; SPS 340; SPS 360—366; SPS 370 and SPS 375-379;

245.03 Fire Inspection Requirements

1. Inspection of Public Buildings. The Chief of the Fire Department shall be responsible for having all public buildings and places of employment inspected for the purpose of ascertaining and causing to be corrected any condition liable to cause fire, or any violations of any law or ordinance relating to fire hazards or to the prevention of fires.
2. Determining Public Building to Be Inspected. The Fire Chief shall be responsible for determining those public buildings and places of employment that are to be inspected.
3. Schedule of Inspections. Fire prevention inspections shall be conducted at least once per calendar year, provided the interval between those inspections does not exceed 15 months.

245.04 Enforcement

Enforcement of this ordinance shall be accomplished through citations issued by the Fire Chief or the Chief's designee.

245.05 Forfeiture

Any violation of this Chapter or of any order of the Fire Department issued hereunder shall be subject to a forfeiture of not less than \$10 and not more than \$100. Each day that a violation of this Chapter or an order issued hereunder continues shall be a separate and distinct violation.

246 Contractual Fire Agreements Between The City Of Ashland And Neighboring Municipalities Authorized

246.01 Intent Of Chapter

246.02 Contracts Authorized

246.03 Resolutions

246.04 Records Of Contracts

246.01 Intent Of Chapter

It is the intent of this chapter to establish a system for providing fire protection to neighboring municipalities according to contractual agreements authorized by the Common Council of the City of Ashland and the municipality which is party to the contract.

246.02 Contracts Authorized

The Common Council of the City of Ashland is hereby authorized to contract with neighboring cities, towns, villages, and other municipalities to provide City of Ashland fire equipment and/or personnel in the event of fire emergency.

246.03 Resolutions

Contracts such as those described in section 246.02 shall be authorized and embodied in a Resolution of the Common Council of the City of Ashland and shall consist of terms negotiated with each individual municipality.

246.04 Records Of Contracts

Resolutions passed in accordance with the provisions of this chapter shall be kept on file in the office of the City Clerk in a file provided specifically for that purpose or in any manner as the Common Council may direct by resolution or ordinance.

Building Code

741-780 Building And Electrical Inspectors And Codes

[744 Banning Use Of Coal Tar Sealant Products In The City Of Ashland](#)

[746 Prevention Of Clear Water Inflow To The Sanitary Sewer](#)

[748 Building Inspector And Building, Housing, Electrical And Plumbing Codes](#)

[750 Property Maintenance](#)

[751 Roof Drains Connections To Sanitary Sewers](#)

744 Banning Use Of Coal Tar Sealant Products In The City Of Ashland

[744.01 Definitions](#)

[744.02 Regulating The Application Or Sale Of Coal Tar And Other High PAH Sealant Products](#)

[744.03 Exemptions](#)

[744.04 Penalties](#)

HISTORY

Adopted by Ord. [2020-1925](#) on 2/11/2020

744.01 Definitions

As used hereinbelow, the following terms shall have the meanings indicated:

1. COAL TAR. A byproduct of the process used to refine coal. Coal tar contains high levels of polycyclic aromatic hydrocarbons (PAHs).
2. COAL TAR SEALANT PRODUCT. A pavement sealant product that contains coal tar, coal tar pitch, coal tar pitch volatiles, RT- 12, Refined Tar, or any variation assigned the Chemical Abstracts Service (CAS) numbers 65996-92-1, 65996-93-2, 65996-89-6, or 8007-45-2, or related substances.
3. HIGH PAH SEALANT PRODUCT. Any pavement sealant product that contains greater than 0.1% polycyclic aromatic hydrocarbons (PAHs) by weight, including, but not limited to coal tar sealant products and sealant products containing steam-cracked petroleum residues, steam-cracked asphalt, pyrolysis fuel oil, heavy fuel oil, ethylene tar, or any variation of those substances assigned the Chemical Abstracts Service (CAS) numbers 64742-90-1, 69013-21-4, or related substances.
4. PAVEMENT SEALANT PRODUCT OR SEALCOAT. Any substance that is typically applied as a coating on paved surfaces to protect the surfaces from water, oils, and/or damage from ultraviolet light. This may include but is not limited to sealant products that are coal tar-based or asphalt based.
5. POLYCYCLIC AROMATIC HYDROCARBONS (PAHs). A group of organic chemicals that are formed during the incomplete combustion of coal, oil, gas, or other organic substances, are present at high levels in coal tar, and are known to be harmful to humans, fish, and other aquatic life.

HISTORY

Adopted by Ord. [2020-1925](#) on 2/11/2020

744.02 Regulating The Application Or Sale Of Coal Tar And Other High PAH Sealant Products

1. Except for those exemptions provided for in section 744.03, no person shall apply any coal tar sealant product or high PAH sealant product within the City limits.
2. No person shall sell, offer to sell, or display for sale any coal tar sealant product or high PAH sealant product within the City limits.

3. Any person who sells pavement sealant products shall prominently display, on the shelf, pallet, rack, display fixture or space where such pavement sealant products are sold, a legible written notice that contains the following language: "The application of coal tar sealant products or other high PAH sealant products on driveways, parking lots, and all other paved surfaces in the City is prohibited by chapter 744 of the Municipal Code. Polycyclic Aromatic Hydrocarbons (PAHs) are a group of organic chemicals that are known to cause cancer and are toxic to aquatic life. Coal tar and other high PAH sealant products are a major source of PAHs that can migrate into homes, buildings, and soils, or be carried by storm water and other runoff into the water resources of the City." No person shall allow a coal tar sealant product or other high PAH sealant product to be applied upon property that is under that person's ownership or control.
4. No person shall contract with a commercial applicator, residential or commercial developer, or any other person for the application of a coal tar sealant product or high PAH sealant product to any driveway, parking lot, or other surface within the City.
5. No commercial applicator, residential or commercial developer, or other similar person or entity shall apply, or allow, cause or direct any employee, independent contractor, volunteer or other person to apply, a coal tar sealant product or high PAH sealant product to any driveway, parking lot or other surface within the City.

HISTORY

Adopted by Ord. [2020-1925](#) on 2/11/2020

744.03 Exemptions

The Director of Public Works may exempt a person from the restrictions or prohibitions under section 744.02 if the Director makes either of the following determinations:

1. The person is conducting bona fide research concerning the effects of a coal tar sealant product or high PAH sealant product on the environment; and the use of the coal tar product or high PAH sealant product is required for said research; and the Director determines that such research will not cause significant contamination of the surrounding environment, including soils and aquatic ecosystems, nor unduly endanger human health.
2. The person does not intend to apply the sealant product within the City's boundaries.

HISTORY

Adopted by Ord. [2020-1925](#) on 2/11/2020

744.04 Penalties

In addition to other action or relief to which the City may be entitled to prevent or remove a violation, penalties assessed for convictions of violating this ordinance shall be as follows:

1. Any person who violates section 744.02 by applying a coal tar sealant product or high PAH sealant product upon property that is his or her residence shall be subject to a forfeiture of up to \$500, plus the costs of prosecution, including reasonable attorney's fees.

2. Any commercial applicator, residential or commercial developer, industrial or commercial property owner or lessee, or any other person, other than a person identified under subsection (d) 1, who violates section 744.02 shall be subject to a forfeiture of up to \$5,000, plus the costs of prosecution, including reasonable attorney's fees.
3. Each violation, and each day that a violation occurs or continues, constitutes a separate offense and shall be punishable as such.

HISTORY

Adopted by Ord. [2020-1925](#) on 2/11/2020

746 Prevention Of Clear Water Inflow To The Sanitary Sewer

746.01 Discharges Prohibited

746.02 Citations

746.03 Violations

746.01 Discharges Prohibited

In accordance with the Wisconsin Administrative Code, the following shall not be discharged to a sanitary building drain or sewer, nor to a private sewage disposal system:

1. Roof conductors, surface drains, ground water drains, foundation footings drains,
2. Refrigerator cooling water drainage systems,
3. Storm water drains,
4. Drinking water foundations with continuous flowing water,
5. Air conditioning drains,
6. Building storm sewers, and
7. Other clear water drains not described herein.

746.02 Citations

The City Building Inspector are empowered to issue citations for violations of this ordinance.

746.03 Violations

Violations may be punishable by a fine of \$25.00 for each day the violation continues, each day being considered as a separate violation.

748 Building Inspector And Building, Housing, Electrical And Plumbing Codes

748.01 Definitions

748.02 Authority

748.03 Purpose

748.04 Wisconsin Uniform Dwelling Code

748.05 Adoption Of The Commercial Building Code

748.06 Adoption Of The Plumbing Code

748.07 Adoption Of The Electrical Code

748.30 Building Inspector

748.40 Building Permits

[748.50 Unsafe Buildings](#)

[748.90 Penalties](#)

748.01 Definitions

1. Accessory Building. A building subordinate to a principal building or use, located on the same parcel as and serves a purpose customarily incidental to the use of the principal building or land use. Accessory buildings include, but are not limited to, garages, carports, sheds, and greenhouses.
2. Accessory Structure. A structure subordinate to a principal building or use, located on the same parcel as and serves a purpose customarily incidental to the use of the principal building or land use. Accessory structures include but are not limited to utility or alternative energy structures, fuel tanks and storage canopies.
3. Addition. Any new construction performed on a building which increases the outside dimensions of the building.
4. Building. A structure enclosed within exterior walls, built, erected and framed of a combination of materials, whether portable or fixed, having a roof, and used or intended for supporting or sheltering any use or occupancy. See also, "structure."
5. Building Inspector. The Building Inspector of the City of Ashland. Any item in this Chapter to be completed by the Building Inspector may also be completed by a designee of the Building Inspector unless specifically stated otherwise.
6. Structure. That which is built or constructed, including, but not limited to, dwellings, buildings, fences, pergolas and arbors, canopies, fire escapes, chute escapes, railings, water or fuel tanks, towers, stairways, tents and anything erected and framed of component parts which is fastened, anchored or rests on a permanent foundation or on the ground, including a mobile home, manufactured home, modular home or travel trailer.
7. Temporary. Lasting, designed, or intended to last for a limited time.
8. Unsafe Building. A building that is or becomes unsafe, or in noncompliance because of inadequate egress facilities, inadequate light, inadequate ventilation, or which constitutes a fire hazard or is otherwise dangerous to the public welfare, which involves illegal or improper occupancy, or which is vacant and not secured against entry.
9. Wisconsin Uniform Dwelling Code. Chapters SPS 320 to 325, of the Wisconsin Administrative Code.

Commented [MTL1]: I added this section so that there isn't any dispute that the review of plans for EPLEX was appropriate since they would not be done directly by the building inspector.

748.02 Authority

This chapter is adopted under the authority granted by Sec. 101.65, Wis. Stats.

748.03 Purpose

The purpose of this chapter is to promote the general health, safety and welfare within the City of Ashland, Wisconsin, and to maintain required local uniformity with the administrative and technical requirements of the Wisconsin Uniform Dwelling Code, Wisconsin Enrolled Commercial Building Code, State of Wisconsin Electrical Code, and State of Wisconsin Plumbing Code.

748.04 Wisconsin Uniform Dwelling Code Adoptions of Codes and Standards

1. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
2. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.
3. Where enforcement of an Adopted and Referenced Code or Standard provision would violate the conditions of the listing of the appliance, equipment, or material, the conditions of the listing shall apply, with special attention given to the appliance, equipment, or material manufacturer's installation instructions.
4. The City does not guarantee, warrant, or represent that only those areas designated as floodplain will be subject to periodic inundation and hereby asserts that there is no liability on the part of the City, its officers, employees, agents, or representatives for any flood damages, sanitation problems, or structural damages.
5. Existing Structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code or as is deemed necessary by the Development Services Department for the general safety and welfare of the occupants and the public.
6. Additions and Alterations. Additions and alterations to any structure shall conform to the requirements pertaining to the code applicable to the type of structure, unless otherwise stated. Additions and alterations shall not cause an existing structure to become unsafe or adversely affect the performance of the building.
7. Change in Use. Changes in the character or use of an existing structure or space shall be governed by the applicable Adopted and Referenced Codes and Standards.

2. Adopted Codes and Standards. The following Codes are adopted in their entireties:

1. New residential one-and two family dwellings: Wisconsin Uniform Dwelling Code
 1. SPS 320 Administration and Scope

2. SPS 321 Construction Standards
3. SPS 322 Energy Conservation
4. SPS 323 Heating, Venting, and Air Conditioning
5. SPS 324 Electrical Standards
6. SPS 325 Plumbing
7. SPS 320-325 Appendix A
8. SPS 320-325 Appendix B
9. SPS 320-325 Appendix C
10. SPS 327 Camping Units

2. Commercial Buildings: Wisconsin Commercial Building Code

1. SPS 361 Administration and Scope
2. SPS 362 Buildings
3. SPS 363 Energy Conservation
4. SPS 364 Heating, Venting, and Air Conditioning
5. SPS 365 Fuel Gas
6. SPS 366 Existing Buildings
7. SPS 361-366 Appendix

Commented [DM2]: This is NOT critical to the delegation for commercial buildings - however DSPS has been requesting of us to make sure communities have it in there for when they come and do their UDC audits.

4-3. The Wisconsin Uniform Dwelling Code, SPS 320-325 of the Wisconsin Administrative Code, and all amendments thereto, is adopted and incorporated by reference and shall apply to all buildings within the scope of this ordinance. The scope of SPS 320-325 includes the construction and inspection of one- and two-family dwellings built since June 1, 1980.

2-4. Notwithstanding SPS 320-325, the scope also includes the construction and inspection of alterations and additions to one- and two-family dwellings built before June 1, 1980. Because such projects are not under state jurisdiction, petitions for variance and final appeals under SPS 320.19 and 320.21, respectively, shall be decided by the municipal board of appeals. Petitions for variance shall be decided per SPS 320.19 so that equivalency is maintained to the intent of the rule being petitioned. As the board of appeals approves petitions for variance, the Building Inspector is granted the power to apply the results to similar circumstances by precedent.

3-5. Notwithstanding SPS 320-05, the scope also includes the construction and inspection of detached garages and accessory buildings throughout the City. The building structure and any heating, electrical or plumbing systems shall comply with the Uniform Dwelling Code. Petitions for variance and appeals shall be handled as in the previous paragraph.

748.05 Adoption Of The Commercial Building Code

~~The Wisconsin Enrolled Commercial Building Code Vol 1 & 2, SPS 361-366 of the Wisconsin Administrative Code, and all amendments thereto, is adopted and~~

~~incorporated by reference and shall apply to all commercial and multi-family buildings within the scope of this ordinance.~~

748.06 Adoption Of The Plumbing Code

The Wisconsin Uniform Plumbing Code, SPS 381-382 and 384 of the Wisconsin Administrative Code, and all amendments thereto, is adopted and incorporated by reference and shall apply to all buildings within the scope of this ordinance. The scope of this ordinance includes plumbing work completed on all residential and commercial structures within the City.

748.07 Adoption Of The Electrical Code

The Wisconsin Uniform Electrical Code, SPS 316 of the Wisconsin Administrative Code, and all amendments thereto, which adopts the National Electrical Code with amendments, is adopted and incorporated by reference and shall apply to all buildings within the scope of this ordinance.

748.30 Building Inspector

1. Position created. There is hereby created the position of Building Inspector, who shall administer and enforce this ordinance and shall be certified by the Department of Safety and Professional Services, as specified by Wisconsin Statutes, Section 101.66(2). Specific duties of this position shall be further described and outlined in a Position Description which has been approved by the City.
2. Power and Duty of Inspectors. The Building Inspector shall have the authority to enforce the provisions of this ordinance and of all other laws and lawful orders of the State of Wisconsin and of all ordinances of the City of Ashland related to buildings and structures. The Building Inspector may appoint other designees who shall have the power and duty to enforce all, or specific portions of, said ordinance and laws. The Building Inspector shall have the authority to require the procurement of a building permit and to issue citations as necessary to compel compliance with this ordinance.
3. Authority for Inspector to Enter Premises. The inspectors provided by this section shall have the power and authority at all times during reasonable hours for any proper purpose to enter upon any public or private premises and make inspections thereof.

748.40 Building Permits

1. Permits required. No building or structure or any part thereof shall hereafter be built, enlarged, altered, moved, or demolished, or any plumbing or electrical work commenced within the City of Ashland, unless exempted by the Unified Development Ordinance, or as exempted in this Chapter, until a building permit is first obtained from the Building Inspector or Designated Authorized Agent.

Building permit fees and project cost minimums shall be set and identified in the City of Ashland's Comprehensive Fee Schedule. If the Building Inspector shall find at any time that ~~the above-mentioned any~~ ordinance, laws, orders, plans or specifications ~~incorporated by this Chapter~~ are not being complied with, the building permit shall be revoked by written notice posted at the site of the work. When any such permit is revoked, it shall be unlawful to do any further work upon such building until the permit is reissued, excepting such work as the Building Inspector shall order to be done as a condition precedent to the re-issuance of the permit.

2. Exceptions. A permit may not be required for repairs to an existing structure which does not change the area, structural strength, or level of occupancy, fire, protection, light or ventilation or the number of exits and where the total cost of the repairs including labor and materials, does not exceed the amount identified in the City of Ashland's Comprehensive Fee Schedule. Replacement of existing heating and air conditioning equipment to its previous code-compliant condition as determined by the building inspector is exempted from permit requirements. Repainting of interior and exterior surfaces, replacement of existing floor coverings and basic interior decorating activities shall also be exempted from permit requirements. Installation of certain accessory structures such as playground equipment, utility equipment, temporary fabric structures or storage canopies may not require a permit.
3. Building Permit Fee. The Building Permit fees shall be as provided in the most current City of Ashland Comprehensive Fee Schedule. All permit fees shall be double the usual amount for any work commenced prior to obtaining a required permit.

Commented [MTL3]: We have these current exceptions from the building permit requirements. Can the consultant review this section to ensure that these exceptions are still allowed with this delegated community status? I added a cross-reference to these exemptions in the newly added 748.41(A)(4)(b)

748.50 Unsafe Buildings

Wisconsin State Statutes 66.0413 grants specific authority and outlines procedures to be followed when dealing with unsafe buildings. If a building is old, dilapidated or out of repair and consequently dangerous, unsafe, unsanitary or otherwise unfit for human habitation and unreasonable to repair, the Building Inspector may order the owner to raze the building or, if the building can be made safe by reasonable repairs, order the owner to either make the building safe and sanitary or to raze the building, at the owner's option. In addition, failure to comply with such orders may cause the City Council to revoke any license that may be required by ordinance, until such orders are complied with.

748.90 Penalties

The enforcement of this chapter and all other laws and ordinances relating to building shall be by means of the withholding or revocation of building permits, and/or the imposition of forfeitures, and/or injunctive action against any person, contractor, company or agent who commences work without a valid permit. Forfeitures shall be not less than \$50.00 nor more than \$500.00 for each day of noncompliance. This chapter shall not be construed as assuming any liability on the part of the City for damages to

any injured person(s) or any property destroyed by any defect in any building or equipment.

~~Failure to secure any required permit prior to commencement of work on any given project for that scope shall result in fees for the permit to be doubled.~~

7489.4100 – Construction Documents

A. Submittal Documents.

1. Plans for any work to a residential dwelling involving the alteration in, addition to or the new construction of shall be submitted to the Planning and Development Department for examination and approval prior to the issuance of the applicable building permit.
2. Required plans for all new one-and two family dwellings and additions shall comply with the requirements of SPS 320.09(5)
3. Plans for new decks, detached garages and accessory structures 300 sq. ft. and larger shall be submitted to the Planning and Development Department for examination and approval prior to the issuance of the applicable building permit.
4. **Delegated Appointed Agent Municipality.** The City has adopted the Appointed Agent Municipality Status as described in SPS 361.60 of the Wisconsin Administrative Code and § 101.111(3g), Wis. Stats.

- a) **Responsibilities.** The City shall assume the following responsibilities for the Department of Safety and Professional Services (Department):
 1. Provide inspection of commercial buildings with certified commercial building inspectors.
 2. Provide plan examination of commercial buildings with certified commercial building inspectors.

- b) **Plan Examination.** Drawings, specifications and calculations for all the types of buildings and structures --, except state-owned buildings and structures, other structures exempted in SPS 361.03, and other work exempted by § 749.40(b) of this Chapter --, to be constructed within the City shall be submitted, if the plans are for any of the following:
 1. A new building or structure.
 2. An addition to a building, structure, or building system such as fire alarm, sprinkler, plumbing, or HVAC system.
 3. An alteration of a building space, element, or structure. Including alteration of an existing fire alarm system, fire sprinkler system, plumbing system, HVAC system or replacement of equipment or fixtures within those systems.
 4. The City may waive its jurisdiction for the plan review of a specific project or types of projects, or components thereof, in

Commented [DM4]: Recommended, not required. Most communities we work with double permit fees, some triple, and a couple use Quad fees.

Commented [MTL5R4]: This is already contained in our code at § 748.40(c)

Commented [MTL6]: I think this should be added as § 748.41, which is following the current building permit requirement so that we can just follow down the list of ordinances to see what is required for submittal and review, rather than creating a new chapter 749 and having to hop around from chapter 748.40 to 749 to see all of the relevant building permit requirements. The subparagraph numbering in this document is not consistent with the online codification, but I believe that our codifying company will make these consistent with the current code so I did not review that part.

Commented [DM7]: While this can remain, we advise our communities adopt something similar to this. This was written by one of our communities and has since been adopted by several of our clients

which case plans and specifications shall be submitted to the Department for review and approval.

c) **Plan Submission Procedures.** All new construction, additions, and alterations ~~commercial buildings, structures and alterations~~ subject to review under this Chapter, including new buildings and additions require plan submission as follows:

1. **Building permit application.** Applications shall be made on State of Wisconsin forms as applicable based on trade submitted or other application form provided by the City's Planning and Development Department
2. **Building Permit Fees as prescribed by the City's fee schedule.** Application for review — State of Wisconsin forms as applicable based on trade submitted or Municipal Equivalent.
 - a. **Fees per municipal fee schedule**
 - b. **Fees apply to all commercial projects**

AND one of the following options

3. **4 sets of plans**
 - a. **Signed and sealed per SPS 361.31**
 - b. **(1) set of specifications**
 - c. **Component and system plans**
 - d. **Calculations showing code compliance**

OR

4. **1 sets of plans with 3 Project cover sheets**
 - a. **Signed and sealed per SPS 361.31**
 - b. **(1) set of specifications**
 - c. **Component and system plans**
 - d. **Calculations showing code compliance**

Note: Nothing in this Chapter or chs. SPS 361 to 366 is intended to prohibit the submission and acceptance of plans and construction documents in an electronic or digital media. However, if plans are approved electronically, City staff may require the submission of hard copies ~~2 sets of hard copies~~ bearing the approval stamp of the reviewer is still required to be submitted prior to permit issuance.

5. **The Planning and Development Department may require additional information that is specific to the desired project. All requested information is**

Commented [DM8]: Feel free to amend to the extent you would like to.

Commented [MTL9R8]: I do not have an opinion on this and defer to Steven as to his opinion on whether we want submission of hard copies.
The separate agreement with EPLEX requires the submission of PDF plans and expressly states that the City shall allow for the ability for documents to be submitted via PDF.

to be submitted electronically when requested in order to avoid permitting delays. No work is to begin on the desired project until the submitted documents have been reviewed for compliance.

6. Construction documents shall be drawn upon suitable material.
7. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the City's Building Inspector or designee.
8. The construction documents shall be prepared by a registered design professional where required by this Chapter or any statutes, code, or other requirement incorporated herein.
9. Where special conditions exist, the Building Inspector or designee is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: A building inspector is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that reviewing of construction documents is not necessary to obtain compliance with this code.

7498.4204 Inspections

A. Protocol.

1. Upon notification from the permit holder or his agent, the Building Inspector shall make or cause to be made any necessary inspections within five (5) business days of the notification, and shall either approve that portion of the construction as completed or shall notify the permit holder or his or her agent wherein the same fails to comply with this codeChapter.
2. The required inspections and number of inspections are dependent on the scope of work of the project.

B. Required Inspections.

1. Residential — inspections required as provided in SPS 320.10
2. Non-residential
 - a. Grading
 - b. Rough
 - c. Finish
 - d. Footing

- C. Inspection Agencies.** A building inspector is authorized to accept reports of approved outside entitiesagencies, provided such entities agencies satisfy the requirements as to qualifications and reliability.

Commented [MTL10]: This is not a clear standard. If it can be more clearly defined then we should add that definition. If there isn't a clear definition of what a "suitable material" is, then I think we should delete this section.

Commented [MTL11]: Do we want to add a time requirement for how soon an inspection is to be done? I added 5 business days to be consistent with sps ch. 361 if the State is conducting the inspections. Leaving it without a time limit allows the City to act at any speed that it desires, but it also may create the impression from the public that the inspections will take place immediately. If we add some maximum amount of time (such as 5 days), it doesn't mean that we have to wait 5 days to get the inspection done, but it may alleviate some impression that the inspection will be conducted immediately.

Commented [DM12]: Please take a look at this list of required inspections. This was copied from Marshfield who recently achieved delegation and it's a good starting point but can be expanded upon.

Commented [MTL13]: I would defer to the City's building inspector as to where we want inspections to be completed. If we stick with these recommended times for inspections, then we need to add a definition in for each of these to more clearly describe when the inspection is required to be completed.

Commented [MTL14]: What is an "approved agency" and what constitutes the "qualifications and reliability." Would this mean that a contractor can hire an independent building inspector? If so, does the City want that or do we want our inspector to conduct all inspections?

D. Inspection Requests. It shall be the duty of the permit holder or their agent to notify [the](#) building inspector that such work is ready for inspection. It shall be the duty of the person requesting any inspections required by this code to provide access to and means for inspection of such work.

E. Approval Required.

1. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of a building inspector. [Any work requiring inspection shall not be covered or concealed until approved by the Building Inspector.](#)
2. Upon notification, a building inspector shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or shall notify the permit holder or an agent of the permit holder wherein the same fails to comply with this code.
3. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by a building inspector.
4. In the event that uninspected and/or unapproved work has been concealed by subsequent construction, that work shall be uncovered for inspection and approval. [The City shall not be responsible for any additional costs or delays resulting from any work that is required to be uncovered or removed for inspection.](#)

Note: Manufacturer's Installation Instructions. Manufacturer's installation instructions, as required by this [codeChapter](#) or any statute, code, or rule incorporated herein, shall be available on the job site at the time of inspection.

750 Property Maintenance

[750.01 Adoption Of Pamphlet](#)

[750.02 Pamphlet On File](#)

[750.03 Repeal Of Former Pamphlet](#)

HISTORY

Adopted by Ord. [Ch 750](#) on 1/31/2012

750.01 Adoption Of Pamphlet

The "City of Ashland Property Maintenance Ordinance" is hereby adopted in pamphlet form, as authorized by Wisconsin State Statute [66.0103](#).

HISTORY

Adopted by Ord. [Ch 750](#) on 1/31/2012

750.02 Pamphlet On File

The “City of Ashland Property Maintenance Ordinance” pamphlet shall be permanently on file and open to public inspection in the office of the Clerk after its adoption.

HISTORY

Adopted by Ord. [Ch 750](#) on 1/31/2012

750.03 Repeal Of Former Pamphlet

Ordinance 750 (1673), Adoption of “City of Ashland Property Maintenance Ordinance” in pamphlet form, adopted in 2008, and subsequent amendments thereto, shall be repealed upon adoption of this amended ordinance.

HISTORY

Adopted by Ord. [Ch 750](#) on 1/31/2012

751 Roof Drains Connections To Sanitary Sewers

751.01 Roof Drains

751.02 Public Nuisance

751.03 Disconnection

751.04 Fines And Liability

751.01 Roof Drains

Roof drains on any building or structure in the City of Ashland which permits clear water inflow into the sanitary sewer system are prohibited. Any roof drain on any building or structure in the City of Ashland which permits clear water inflow into the sanitary sewer system is hereby declared a public nuisance.

751.02 Public Nuisance

Any roof drain on any building or structure in the City of Ashland which permits clear water inflow into the sanitary sewer system is hereby declared a public nuisance.

751.03 Disconnection

Any roof drain on any building or structure in the City of Ashland which permits clear water inflow into the sanitary sewer system shall be disconnected within 90 days of the effective date of the publication of this ordinance.

751.04 Fines And Liability

The owner of any building or structure with any roof drain which permits clear water inflow into the sanitary sewer system which is not disconnected in accordance with this chapter shall be subject to liability for a court order requiring disconnection and abatement of the nuisance and forfeitures of \$100.00 per day until the disconnection is

completed. The violator shall also be responsible to the City of Ashland for all costs of prosecution and enforcement including reasonable attorney's fees.

This Professional Services Agreement ("Agreement") is entered into by and between the City of Ashland ("Client" or "City") and EPLEX, LLC (DBA as E-Plan Exam) ("Consultant"). The Client and the Consultant shall be jointly referred to as the "Parties".

RECITALS

WHEREAS the Client is seeking the Consultant to perform services listed in Exhibit A – Plan Review Services and Fee Schedule, ("Services");

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Client and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will provide the Services to the Client using qualified professionals licensed in the State of Wisconsin to perform work outlined both in this Agreement and Exhibit A.

Consultant will perform Plan Examination services in accordance with the Adopted Building Codes that are enforced by the State of Wisconsin as well as the City, which is the "Authority Having Jurisdiction" over the municipal building codes in accordance with Services.

Consultant will perform work at a level of competency in accordance with industry standards, applicable in the State and Municipality for which the Services are proposed.

It shall be up to the sole discretion of the Client as the Authority Having Jurisdiction as to what will be required for the ability to have any building project commence. This includes any potential additional documentation, approvals, permits, bonds, compliance with local zoning, historical review, architectural review board requirements, and/or other requirements not herein specified but otherwise required by the Client as the Authority Having Jurisdiction.

Due to the nature of the delegated agent/appointed agent program as set forth by the State of Wisconsin Department of Safety and Professional Services, any plan review exceeding the size thresholds for a "Certified Municipality" for Building and HVAC reviews, as well as any and all other types of reviews that rely upon the licensure of Consultant (i.e. Fire Alarm, Fire Sprinkler, Plumbing, etc.), shall be reviewed by Consultant. Client retains the right, should they desire, to perform plan review services of essential drawings, calculations, and specifications for buildings that the Client would have been able to examine without the existence of this agreement.

Due to the nature of the delegated agent/appointed agent program as set forth by the State of Wisconsin Department of Safety and Professional Services, Client may at any point in time request that the State of Wisconsin perform any plan review in lieu of Consultant. Client is not bound to accept Consultants approval or disapproval of plans and at its sole discretion may seek another entity, such as the State of Wisconsin Department of Safety and Professional Services, to perform such services. In any event, Consultant shall be entitled to full payment for plan review services for all plans Consultant reviewed, regardless of whether the Client accepts the review performed or not.

Consultant is not obligated to perform services beyond what is required by this Agreement.

2. TIMELINE FOR EXECUTION OF SERVICES

Proposed services as part of this Agreement and outlined in Exhibit A, shall be go into full effect at the time and date of this fully executed Agreement.

3. CHANGES TO SCOPE OF SERVICES

Any Changes to Services that are mutually agreed upon between the Client and Consultant shall be made in writing, which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed amendment to this Agreement.

4. FEE STRUCTURE

In consideration of the Consultant providing services, the Client shall pay the Consultant for the services performed in accordance with Exhibit A – List of Plan Review Services and Fee Schedule.

5. ADMINISTRATIVE AND LOGISTICS INCIDENTAL CHARGES

While review of paper plans as well as shipping and handling of paper plans shall be acceptable, it is the underlying goal of this agreement to ensure, to the maximum extent possible, the best possible service delivery for plan reviews to constituents of the City of Ashland. To accommodate this, the following methods shall be utilized:

1. Electronic Submission of Documents

- a. The Client shall allow and encourage for the submission, wherever possible, of electronic documents to be submitted via pdf format and to work with Consultant on method acceptable for allowing such submissions. At the time of fully executed contract, Client shall work with Consultant to determine the best method that allows for electronic submission of documents.
- b. Electronic submission of documents shall be the preferred method to be utilized wherever and whenever possible.

2. Paper Submission of documents

- a. Consultant shall be responsible for any and all direct charges and expenses associated with shipping and handling of documents to Client via a designated courier and/or approved logistics vendor. Consultant shall not be responsible for charges from Client to Consultant.
- b. Any indirect charges associated with labor, material, or other costs incurred by Client for delivery of documents to approved third party courier to ship materials to Consultant shall be the responsibility of the Client.

3. Alternate Means and Methods

- a. Nothing shall prevent the Client and Consultant from making alternate arrangements aside from the methods outlined above for delivery of submission to the appropriate parties.

6. INVOICE & PAYMENT STRUCTURE

When fees outlined in Exhibit A are to be collected by the Consultant, the Consultant will invoice the Client on a monthly basis and provide all supporting documentation and render payment as appropriate. All payments are due to Client as appropriate within thirty (30) days of invoice date. The Client may request additional information before approving the invoice. When additional information is requested, the Client will identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, the appropriate party

will submit payment to the other party within thirty (30) days of resolution of the inquire/dispute.

7. TERM

This Agreement shall be effective on the latest date on which the Agreement is fully executed by both Parties ("Effective Date"). The Initial term of this Agreement shall commence on the Effective Date and be thirty-six (36) months. If neither party objects in writing at the conclusion of this term, this Agreement shall remain in full effect until amended by both parties or the agreement is Terminated as outlined in this Agreement.

8. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon thirty (30) days written notice, with or without cause at any time, including during the initial Term of the Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the termination and within thirty (30) days after the termination.

All projects that have had plans submitted, or re-submitted, for review but are not completed at the time of termination may be returned without comments with appropriate refund in initial fees rendered based on services provided. In the event that either condition as set forth in paragraph 5 are met, fees shall be invoiced for as specified in this Agreement.

9. CLIENT OBLIGATIONS

The Client shall take necessary measures to follow procedures as set forth from the State of Wisconsin to seek approval to obtain Delegated Municipality or Appointed Agent Status as required. Consultant will assist in this process to the maximum extent possible however it shall be the primary responsibility of the Client to obtain final authorization to proceed.

If in the event the State of Wisconsin denies application for Delegated Municipality or Appointed Agent Status to the Client, this Agreement shall continue to exist until such time Delegated Municipality or Appointed Agent Status is granted.

The Client shall provide all data, information, plans, specifications, municipal forms, structural calculations, and all other documentation required by Consultant to perform services in an electronic pdf file format or paper submission in a timely manner.

The Client shall allow through ordinance, if required, the ability for electronic plan submission documents as required by the State of Wisconsin to be submitted and reviewed.

The Client shall maintain licensed credentialed staff of Inspectors at no cost to Consultant to the extent as required by the State of Wisconsin for the Delegated Agent / Appointed Agent plan review program.

10. PERFORMANCE STANDARDS

Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services with respect to the category of services being performed. Consultant represents to the Client that it retains and will only utilize employees that possess

the skills, knowledge, and ability to perform the Services in accordance with this Agreement in a competent, timely, and professional manner.

11. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall be indemnified and held harmless from any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by third parties by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident.

It is up to the sole discretion of the municipality to choose whether to accept, utilize or deny use of any or all documentation provided supplied by Consultant.

12. ASSIGNMENT

Consultant is permitted to subcontract portions of services to be provided with or without notice. Consultant shall remain responsible for the performance of the subcontractor. Subcontractors shall be subject to the same performance, certification and professionalism criteria as expected of the Consultant. Performance clauses shall be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

A listing of all personnel utilized in the completion of services, regardless of whether they are subcontractors or not, shall be provided upon completion of reviews by Consultant including applicable license information for personnel and scope of work reviewed by subcontractor.

13. INSURANCE

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. At a minimum, the Consultant shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Client. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. At a minimum, the Consultant shall procure and maintain the minimum insurance coverages listed below for the scope of services Consultant Subcontracts to other parties. These insureds shall be covered by Consultant's insurance as named insureds for the sole purpose and scope of services rendered for this Agreement.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) general aggregate. The policy shall be applicable to all premises and operations of Consultant. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts) blanket contractual independent Consultant's products and completed operations.
- E. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.

F. Umbrella insurance coverage of five million dollars (\$5,000,000).

14. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the Municipality or Client. As the Consultant is an independent contractor, the Client shall have liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for the Client under this Agreement. The Consultant shall be solely responsible for all compensation, benefits, insurance, and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

15. OWNERSHIP OF DOCUMENTS

The Client shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by the Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of the Client. All such records, documents, notes, data and other materials shall become the exclusive property of the Client when the Consultant has been compensated for the same as set forth herein, and the Client shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If this Agreement expires or is terminated for any reason, all records, documents, notes, data, and other materials maintained or stored in Consultant's secure proprietary software pertaining to the Client will be exported into a XLS, CSV, DOC, or PDF file and become property of the Client.

The Municipality or the Authority Having Jurisdiction, where the project is located shall have the right to request access to any documents, papers and records that the Consultant has related to this project for the purposes of Audit or examination, except for Consultant's financial records and contractual records, and may make excerpts and transcriptions of the same.

16. SERVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

17. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other protected class. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Law.

Consultant shall comply with the appropriate provision of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal and State of Wisconsin Law or regulations.

18. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant shall not knowingly employ or contract with an illegal alien to perform work under Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

19. NOTICES

Any Notice under this Agreement shall be in writing and shall be deemed sufficient when directly present or sent pre-paid, first class United States Mail, addressed as follows:

If to the Client:	If to the Consultant:
Steven Wiley 601 Main Street West Ashland, WI 54806	David Adam (DA) Mattox 12605 W North Ave., #189 Brookfield, WI 53005

20. DISPUTE RESOLUTION

In the event a dispute arises out of or related to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute through mediation, before resorting to litigation.

21. GOVERNING LAW

This Agreement shall be construed under and governed by the Laws of the State of Wisconsin and all services to be provided will be provided in accordance with applicable federal, local state, and local municipal law. This Agreement constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

22. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For the purposes of executing this Agreement, scanned signatures shall be as valid as the original.

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or in the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Client:_____

Consultant:_____

Authorized
Signature:_____

Authorized
Signature:_____

Printed
Name:_____

Printed
Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

Exhibit A – Plan Review Services

1. PLAN REVIEW SERVICES

Plan review is limited to Structural, Building, Mechanical, Plumbing, Fire Alarm, and Fire Sprinkler trades/disciplines.

Each discipline will be reviewed by a plan examiner holding certifications as required by the local jurisdiction and/or licensed Architect and/or Professional Engineer holding licensure in the State of Wisconsin.

- ✓ Disciplines are defined as follows:
 - Building (architectural / structural)
 - Mechanical (HVAC)
 - Plumbing
 - Fire (Sprinkler, Fire Alarm, etc.)
- ✓ Post final comprehensive conditional plan approval – required if requested by Jurisdiction of Authority.
 - Delegated Component Submittal(s)
 - Shop Drawings

2. PLAN REVIEW FEE:

- Building, HVAC, Plumbing, Fire Alarm and Fire Sprinkler Plan Review Fees shall be based upon the fee schedule adopted by the Municipality.
- Plan Review Fees will be split with the Client.
 - 90% of plan review fees are retained by Consultant and 10% are retained by Client.
 - Out of Consultant's retained fees, Consultant shall be responsible for fees due to the State of Wisconsin as applicable for plan reviews Consultant perform as specified in Wisconsin Administrative Code.

Commented [MTL1]: The City will need to incorporate this fee structure into its fee schedule. It may be easiest to have a separate building permit fee schedule rather than incorporate it into the general fee schedule like we currently have.

COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION				
1. New construction, additions, alterations and parking lots fees are computed per this table.				
2. New construction and additions are calculated based on total gross floor area of the structure.				
3. A separate plan review fee is charged for each type of plan review.				
Area (Square Feet)	Building Plans	HVAC Plans	Fire Alarm System Plans	Fire Suppression System Plans
Less than 2,500	\$250	\$150	\$30	\$30
2,500 - 5,000	\$300	\$200	\$60	\$60
5,001 - 10,000	\$500	\$300	\$100	\$100
10,001 - 20,000	\$700	\$400	\$150	\$150

20,001 - 30,000	\$1,100	\$500	\$200	\$200
30,001 - 40,000	\$1,400	\$800	\$350	\$350
40,001 - 50,000	\$1,900	\$1,100	\$500	\$500
50,001 - 75,000	\$2,600	\$1,400	\$700	\$700
75,001 - 100,000	\$3,300	\$2,000	\$1,000	\$1,000
100,001 - 200,000	\$5,400	\$2,600	\$1,200	\$1,200
200,001 - 300,000	\$9,500	\$6,100	\$3,000	\$3,000
300,001 - 400,000	\$14,000	\$8,800	\$4,400	\$4,400
400,001 - 500,000	\$16,700	\$10,800	\$5,600	\$5,600
Over 500,000	\$18,000	\$12,100	\$6,400	\$6,400
Note:	1. A Plan Entry Fee of \$100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.			
	2. At the sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.			
Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.			
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is \$250.00 per plan with an additional \$100.00 plan entry fee per each plan set.			
Accessory Buildings	The plan review fee for accessory buildings less than 500 square feet shall be \$125.00 with the plan entry fee waived.			
Early Start	The plan review fee for permission to start construction shall be \$75.00 for all structures less than 2,500 sf. All other structures shall be \$150.00. The square footage shall be computed as the first floor of the building or structure.			
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed \$3,000.00.			
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.			

Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

COMMERCIAL PLAN REVIEW FEE SCHEDULE – PLUMBING				
1. New construction, alterations and remodeling fees are computed per the following table				
2. New construction fee is calculated based on square footage of the area constructed.				
3. Alterations and remodeling fee is based on the number of plumbing fixtures.				
Area (Square Feet) (New Construction & Additions)	Plumbing Plan Review Fee		Number of Fixtures (Alteration, Remodeling, and Site Work)	Plumbing Plan Review Fee
Less than 3,000	\$300		<15	\$200
3,001 - 4,000	\$400		16-25	\$300
4,001 - 5,000	\$550		26-35	\$450
5,001 – 6,000	\$650		36-50	\$550
6,001 – 7,500	\$700		51-75	\$800
7,501 – 10,000	\$850		76-100	\$900
10,001 – 15,000	\$900		101-125	\$1,050
15,001 – 20,000	\$950		126-150	\$1,150
20,001 – 30,000	\$1,100		>151	\$1,150
30,001 – 40,000	\$1,250		Plus \$160 for each additional 25 fixtures (rounded up) beyond 150 Fixtures	
40,001 – 50,000	\$1,550			
50,001 – 75,000	\$2,100			
Over 75,000	\$2,500			
Plus \$0.0072 per each additional sq. ft. over 75,000 sq. ft.				
Note:	1. A Plan Entry Fee of \$100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.			
	2. At the Sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.			

Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.
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Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

3. Supplemental Services as required by municipality:

- Hourly rate for services beyond what is specified in this Agreement shall be rendered at \$200.00 per hour. This shall only be assessed when prior written consent is provided by the Client to the Consultant and agreed to by the Consultant in writing.
 - This hourly rate is not intended for plan review services, but rather for incidental supplemental "on call" professional engineering services as required beyond the scope as outlined in services defined throughout the balance of Exhibit A.
 - If transit or other expenses are required as part of this service, time for travel and expenses shall be itemized and limits agreed upon prior to being incurred.

4. PLAN REVIEW FEE – includes the following services:

- ✓ One optional remote code consultation meeting after conclusion of the first review
- ✓ Consultation via phone during duration of project regarding reviews preformed.
- ✓ Three (3) reviews of all disciplines to verify that all comments have been addressed.
 - Subsequent reviews may result in resubmittal plan examination fees to be assessed.
- ✓ Changes to plans after conditional approval is granted may result in resubmittal plan examination fees to be assessed.
- ✓ Free code consultation with all inspectors/City staff, both employed directly and under contract, serving the City of Ashland for entirety of duration of any project reviewed by E-Plan Exam, regardless of any contract in place with that entity and the City of Ashland. This free consultation period shall extend prior to any formal submission of any plan documents to the conclusion of any project reviewed or termination of this agreement (whichever occurs first).

Commented [MTL2]: I assume this consultation is with the applicant, correct? Is the City also included in this consultation meeting?

5. TIME OF PERFORMANCE

- ✓ Plan review turnaround time shall be fifteen (15) business days after full receipt by Consultant of all required documents as required by the Department of Safety and professional services as well as the City of Ashland municipal code.
 - Plan Review turnaround time is defined as time frame from date of full receipt of plans to conclusion of plan review. Conclusion of plan review date will be determined by date that plans are listed as one of the following as dictated by best practices with the State of Wisconsin Department of Safety and Professional Services such as:
 - Conditionally Approved
 - Hold – Request for Additional Information
 - Denied / Void / Abandoned

6. CONSULTANT CONTACT

Consultant will provide qualified professionals to oversee this project. They are available by phone and email using the contact information listed below.

Plan Review Management Contact

David Adam Mattox, P.E.

414-736-4721

damattox@eplanexam.com

Plan Review Management Contact

John Cunningham

414-336-4470

Johncunningham@eplanexam.com

COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION

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40,001 - 50,000	\$1,900	\$1,100	\$500	\$500
50,001 - 75,000	\$2,600	\$1,400	\$700	\$700
75,001 - 100,000	\$3,300	\$2,000	\$1,000	\$1,000
100,001 - 200,000	\$5,400	\$2,600	\$1,200	\$1,200
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10,001 – 15,000	\$900		101-125	\$1,050
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Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.			

SUBJECT: Report and Discussion Regarding the 2023 Book Across the Bay and Event Permitting Process (*Public Works*)

RECOMMENDATION: Discussion Only

DEPARTMENT OF ORIGIN: Councilor Ortman

CLEARANCES: Council President

EXHIBITS:

COMPLIANCE WITH STRATEGIC PLAN: NA

SUMMARY STATEMENT:

The Public Works Department supported the 2023 Book Across the Bay (BATB) and Winter Market events by providing services related to snow removal, traffic control, and logistical support. For example, when the BATB organizers were in need of weights for the tent, the Public Works Department provided materials to assist in meeting this need. Support for the Winter Market also included the construction and removal of a sledding hill.

The cost of BATB support, including labor and equipment, was approximately \$5,000, which included 49.50 labor hours.

The cost of Winter Market support, also included labor and equipment, was approximately \$4,200, which included 36.50 labor hours.

The Public Works Department is in favor of providing this support to BATB and the Winter Market. The BATB organizers understand the City's limitations and take care of their own needs where appropriate. With the BATB starting and finishing in Ashland this year, staff did not see an appreciable increase in requests from the BATB organizers. In addition, the timing of these events is such that winter weather prevents the completion of many Public Works related maintenance tasks, meaning the provision support to these events does not significantly hamper the Departments ability to complete other tasks.

SUBJECT: Discussion Regarding Parking of Large Recreational Vehicles along Residential Streets (*Councilor Tochterman*)

RECOMMENDATION: Ac Council Desires

DEPARTMENT OF ORIGIN: Councilor Tochterman

CLEARANCES: Council President

EXHIBITS:

COMPLIANCE WITH STRATEGIC PLAN:

SUMMARY STATEMENT:

Councilor Tochterman asked to begin discussion regarding the parking of large recreational vehicles along residential streets and right-of-ways.

SUBJECT: Discussion Regarding Revisiting Chapter 45: Joint Ordinance to Reorganize the Airport Commission (*Councilor Pufall*)

RECOMMENDATION: As Council Desires

DEPARTMENT OF ORIGIN: Councilor Pufall

CLEARANCES: Councilor President

EXHIBITS:

**COMPLIANCE WITH STRATEGIC
PLAN:**

SUMMARY STATEMENT:

Dick Pufall requested to revisit the City's Ordinance as relates to the organization of the JFK Memorial Airport Commission.