



**Take notice that a meeting of the Ashland City Council will be held on Tuesday, June 13, 2023 in- person in the City Hall Council Chambers, 601 Main Street W. Ashland, WI with the availability to attend virtually. Meeting will begin at 6:00 PM 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, June 13, 2023 Ashland City Council Meeting Agenda**

### **1. CALL TO ORDER**

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

### **2. APPROVAL OF AGENDA**

### **3. APPROVAL OF MINUTES**

- A. **May 30, 2023 City Council and Committee of the Whole Minutes**

### **4. CITIZEN PARTICIPATION PERIOD**

### **5. MAYOR'S REPORT**

- A. **Announcements**

- B. **Appointments**

### **6. CONSENT AGENDA**

- A. **Miscellaneous Minutes**

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

### **7. OLD BUSINESS**

- A. **Approve to Accept a Facility Condition Assessment Proposal from Kraus-Anderson Construction Company for a Building Facilities Master Plan, Phase 2** *(Public Works) Roll*



- B. **Approval to Enter into a Professional Services Agreement between the City of Ashland and EPLEX, LLC as the Delegated Agent with the Wisconsin DSPS for Plan Review Services** (*Planning Director*) Roll

## **8. NEW BUSINESS**

- A. **Approve an Ordinance to Amend Chapter 165 (2021-1945) Comprehensive Fee Schedule, Ashland City Ordinances, to Include Fees Associated with Plan Review Services** (*Clerk*) Roll
- B. **Approve One Grant Agreement for Lighting Improvement Grant Program** (*Main Street*) Roll
- C. **Approve a Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing through the State of Wisconsin Environmental Improvement Fund for Bipartisan Infrastructure Law (Bill) SFY2024 Lead Service Lateral Funding for the MacArthur Avenue Reconstruction Project** (*Public Works*) Roll
- D. **Approve a Three Design Engineering Services Contract between the Wisconsin Department of Transportation, the City of Ashland, and Cedar Corporation for Design Engineering Services on the Cary Street Mill & Overlay Project** (*Public Works*) Roll
- E. **Approve a Three Design Engineering Services Contract between the Wisconsin Department of Transportation, the City of Ashland, and Cedar Corporation for Design Engineering Services on the Industrial Park Road Mill & Overlay Project** (*Public Works*) Roll

## **9. ADJOURNMENT**

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

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

## MEETING MINUTES

### ASHLAND CITY COUNCIL **Tuesday, May 30, 2023 – 6:00 PM** Ashland City Hall Council Chambers

#### 1. CALL TO ORDER

The Tuesday, May 30, 2023 Ashland City Council meeting was called to order by Mayor Matt MacKenzie at 6:00 p.m.

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

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

**PRESENT:** Sarah Jackson, Andrew Goyke, Laura Graf, Charlie Ortman, Dick Pufall

**ABSENT:** Kevin Seefeldt (Excused), Ana Tochtermann (Excused)

**ALSO PRESENT:** Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Police Chief Bill Hagstrom, Fire Chief Stuart Matthias, Planning Director Steven Wiley, Parks Director Sara Hudson, and other interested citizens. The Mayor noted a quorum was present.

#### 2. APPROVAL OF AGENDA

MacKenzie requested to move Item 6D to the end of New Business at the Administrator's request. Goyke moved, seconded by Graf to approve the amended agenda. The motion passed unanimously by voice vote.

#### 3. APPROVAL OF MINUTES

A. **May 9, 2023 City Council and Committee of the Whole Meeting Minutes**

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

#### 4. CITIZEN PARTICIPATION PERIOD

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

*Zygmund Jablonski, 916 6th Avenue West,* spoke to Agenda Item 8D, and the City's insurance reimbursement of a sewer issue.

*Kyle Balk, Manager of Wal-Mart,* spoke regarding Agenda Item 7A, asking Council to consider more discussion regarding the definition of "grocery" as pertains to Chapter 922.

*Scott Bretting, Owner of River Rock,* spoke to the need for sewer repairs along US Highway 2 as compared to a recent repair on Main Street West, and the costs for legal representation the City had incurred.

## 5. MAYOR'S REPORT

### A. **Presentation by Ashland Area Chamber of Commerce**

Mary McPhetridge, Director of the Ashland Area Chamber of Commerce, gave a presentation regarding the activities and events sponsored by the Chamber, and the Chamber's support to the local economy.

### B. **Announcements**

Mackenzie noted the recent Memorial Day celebration over the past weekend, as well as Mother's Day and Armed Forces Day. He also mentioned road work being done throughout the City.

## 6. CONSENT AGENDA

### A. **Miscellaneous Minutes**

### B. **Approve the Agreement for Construction and Naming Rights for Amenities at the City of Ashland Bayview Park as a Memorandum of Understanding (MOU) between the City of Ashland and the Ashland Rotary for Maintenance of a Splash Pad (Parks)**

### C. **Approve Amendments to the City of Ashland Utility Service Disconnection Policy (Public Works)**

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

## 7. OLD BUSINESS

### A. **Approve an Ordinance to Amend Chapter 922 (1488) Alcohol Beverages Regulations, Ashland City Ordinances (Clerk) Roll**

Jackson moved, seconded by Graf to approve the ordinance. The motion passed unanimously by roll call vote.

## 8. NEW BUSINESS

### A. **Discussion and Action as to Whether Right of Way Permits Should be Issued to Zygmund Jablonski, Jr., or His Companies (e.g. A to Z Plumbing & Heating, Inc.) (City Attorney) Roll**

The item was introduced to Council by Wickman. Jackson moved, seconded by Goyke to approve to disallow the issuance of right of way permits to Zygmund Jablonski, Jr. or his companies. The motion passed unanimously by roll call vote. Jackson moved, seconded by Goyke to approve to set a term for the disallowance at one year from permits were held in abeyance. The motion passed 4-1 by roll call vote; Ortman opposed.

- B. **Approval to Accept a Grant from the US Fish and Wildlife Service Coastal Funding Program for the Bay City Creek Riparian Corridor Restoration Project** (*Parks and Rec Director*) Voice

Ortman moved, seconded by Graf to approve to accept the grant. The motion passed unanimously by voice vote.

- C. **Approve License Applications for Alcohol Beverages, Including New Officers/Agents, Arcade, Recycling Facility/Salvage Operation, Pawn Broker, Taxicab, and Mobile Home Parks** (*Clerk*) Voice

Graf moved, seconded by Jackson to approve the listed license applications. The motion passed unanimously by voice vote.

- D. **Approve a Resolution to Repeal Resolution 17666 Final Resolution Requiring Installation of Sewer Laterals and Providing for Assessment of Cost Under Wisconsin State Statue 66.0911 for the 6th Street East Street Reconstruction and Utility Replacement Project and the Portion of Resolution 17682 Amending Resolution 17666** (*Public Works*) Roll

Ortman moved, seconded by Jackson to approve. The motion passed unanimously by roll call vote. **File #17721**

- D. **Approve the Revised City of Ashland Employee Handbook** (*Administrator*)

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

## 9. ADJOURNMENT

Goyke moved, seconded by Ortman to adjourn. The motion carried unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,  
City Clerk

## **MEETING MINUTES COMMITTEE OF THE WHOLE**

The Common Council of the City of Ashland met as the Committee of the Whole on **May 30, 2023** immediately following the City Council meeting.

### **ITEMS FOR DISCUSSION AND POSSIBLE ACTION:**

#### **Meeting Items**

1. Roll Call

The Tuesday, May 30, 2023 City of Ashland Committee of the Whole Meeting was called to order by Council President Charlie Ortman at 7:35 p.m.

PRESENT: Sarah Jackson, Andrew Goyke, Laura Graf, Charlie Ortman, Dick Pufall.

ABSENT: Kevin Seefeldt (excused), Ana Tochtermann (excused)

ALSO PRESENT: Mayor Matt MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, Public Works Director John Butler, Planning Director Steven Wiley, Police Chief Bill Hagstrom, Fire Chief Stuart Matthias, Parks Director Sara Hudson, and other interested citizens.

2. Approval of Agenda

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

3. Council President's Report

Ortman had nothing to report.

4. Administrator's Report

Kucera reported that he had completed the department managers' evaluations. The City plans to close on the purchase of 514 Main Street West on June 1, 2023. A ribbon cutting is planned for June 15, 2023 at 1:00 p.m. for the newly installed EV stations.

5. Committee Updates

Oredock Trust - no report

DPEAC - no report

Economic Development - no report

Harbor Commission - Pufall reported that discussions were had with the Apostle Island Cruise Service regarding the potential of having one of the cruises move in and out of the Ashland harbor.

Historical Preservation - Goyke noted recent discussion regarding historical designation on Fifield Row, and trees along MacArthur Avenue.

Housing Authority - no report

Housing Committee - no report

Main Street Board - Goyke noted the board met the consultant of the Main Street Board

Library Board - no report  
Parks & Recreation - no report  
Plan Commission - no report  
Public Works committed - Goyke reported capital projects were reviewed, and received a sewer update.  
Sustainability - Graf reported there will be a City-wide clean up day on June 3, 2023, Clean Sweep was scheduled for June 20, 2023 at Northwoods Technical College, the Green Tier Legacy and Great Lakes Friendly Restaurant Initiative were discussed.

6. Discussion Items

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

Tim Kittila of Kraus Anderson offered a presentation and answered questions from Council.

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)*

The item was introduced by Matthias. Graf moved, seconded by Pufall to move the item to Council for formal approval. The motion carried unanimously by voice vote.

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

The item was introduced by Wiley. Pufall moved, Jackson seconded to forward the item to Council for formal approval. The motion was approved unanimously by voice vote.

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

Butler began discussion with Council. No action was taken.

E. **Discussion Regarding Parking of Large Recreational Vehicles along Residential Streets** *(Councilor Tochterman)*

Mackenzie offered questions to Council for consideration. It was determined to return the item to a future Committee of the Whole with more information.

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

Pufall introduced the item and proposed questions for Council. It was agreed to continue discussion at a future Committee of the Whole meeting.

7. Items for Future Discussion

There were no item for immediate consideration presented.

8. Adjournment

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

Respectfully Submitted,

Denise Oliphant,  
City Clerk



**SUBJECT:** Appointments

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Administrator

**CLEARANCES:**

**EXHIBITS:** 1. T Bowers - Volunteer form (redacted)

**EXPENDITURES REQUIRED:**

**AMOUNT BUDGETED:**

**APPROPRIATION  
REQUIRED:**

**TREASURER'S  
CERTIFICATE:**

**COMPLIANCE WITH ORD. 51:**

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:**

**SUMMARY STATEMENT:**

The Mayor requests approval of the following appointment:

Main Street Board

Tricia Bowers, term expiring June 12, 2024



## OFFER TO VOLUNTEER FORM

CONTACT INFORMATION: Tricia Bowers  
ADDRESS: 11600 8th St W Trlr #2 PHONE #: [REDACTED]  
EMAIL: [REDACTED] DATE SUBMITTED: 6-2-23

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

Main St Program

Brief statement of education, training and experience:

Current Business Owner in Historic Downtown

Biography:

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

Co-Owner of Home Expressions for 9 years. Wife and Mother of 2 children.  
Lived in Ashland for 38 years. I volunteer with Babe Ruth Baseball and  
Youth Basketball. I love to do research on the history of our beloved downtown.

I give 110% in everything I do. I am a great listener and after doing research I try  
to make important decisions. I have worked in customer service my whole life. → →  
**References (please include phone #)**

Patti Ekstrom [REDACTED]

JoAnn Reinertsen Erickson [REDACTED]

AIRPORT COMMISSION MEETING MINUTES: **Thursday, March 23, 2023**

1. Roll Call

The Thursday, March 23, 2023 JFK Airport Commission meeting was called to order by Chair Lloyd Orentsein at 4:30 p.m.

**PRESENT:** Lloyd Orensten, John Coffey, Blake Ellefson, Richard Huber

**ABSENT:**

**ALSO PRESENT:** Bill Moore, Dick Pufall, Tom Bouchard, Brian Lintenon (5:05pm)

2. Approval of Minutes: Thursday, January 5, 2023

Richard Huber moved, seconded by John Coffey to approve the minutes. The motion carried unanimously by voice vote.

3. Citizen Participation Period

Orenstein delayed the citizen comment period to before Section B. of Commission Items.

4. Commission Items:

a. Snow Removal Equipment Repairs

Moore stated that all Airport Snow Removal Equipment has been repaired and is now up and running. The total bill for snow removal equipment repairs was around \$15,000, and the amount budgeted for heavy equipment repairs at the airport for 2023 is \$10,000. Additional funding to cover the cost will come from left over COVID funds.

b. Discussion of Airport Commission member terms and responsibilities

Discussion was had on current commissioner requirements, term expiration, and when terms will be renewed. City Councilor, Dick Pufall spoke about appointment information from the prior City Council meeting on March 14, 2023, he stated that the council was under the impression that this new appointment to the Airport Commission would be in addition to the current commissioners, not a replacement appointment for a commissioner whose term had expired. Pufall explained that there is reconsideration of the commissioner's position on the agenda at the March 28, 2023 City Council Meeting. Concluding this discussion, Airport

Commission members decided they would like the JFK Airport Commission ordinance to be updated.

c. Terminal Central HVAC Unit Update

HVAC unit has been updated, Moore has been getting lots of compliments about the heat distribution in the terminal.

d. Hanger usage and discussion of available space

Orensten delayed item discussion and combined with Item I. under Commission Items.

e. NEXT GEN Obstruction Clearing Program Update

Moore spoke with NEXT GEN about an update and due to the large amount of snow this season they will be unable to complete the tree clearing this year. They are hoping to begin the tree clearing in November or December 2023.

f. Cost of Living Raise for Part Time Help

When the 2023 City of Ashland budget was approved there were no cost of living raises added to part time help at the JFK airport. The City of Ashland's Finance Director informed Moore that cost of living raises for airport employees need to be approved by the Airport Commission. Blake Ellefson moved, seconded by John Coffey to approve a 4% cost of living raise for part-time airport employees. The motion passed unanimously by voice vote. Blake Ellefson moved, seconded by John Coffey to approve to retroactively apply the 4% raise beginning January 1, 2023. The motion passed unanimously by voice vote.

g. EAA Chapter 1676 Update

Brian Lintonen provided an update to the Commissioners about the local EAA Chapter.

h. Mark Lee Hanger Options

Mark Lee spoke with an Airport Commissioner prior to this meeting and asked that this item be postponed as he is not currently looking for a hanger.

i. Jeff Radosevich complaint

A complaint was brought forward by Jeff Radosevich to: Mayor Matt MacKenzie, Councilor Dick Pufall, Airport Commission Chair Lloyd Orenstein, and Airport Commissioner John Coffey regarding issues he is having with the area by and around his hanger which is owned by the City of Ashland.

The commission held discussion about this hanger space, the property around this hanger, and signs that surround the area put up by Radosevich.

The commission asked that it be made clear to Radosevich that hangers are to be used for aircrafts. Moore said he would draft 2 letters, one regarding airport hanger usage and another regarding the filed complaint, and bring those letters to the next Airport Commission meeting for the commissioners to review and send out.

5. Airport Manager's Report

Moore informed the commission that the 100 Low Lead fuel line expires next month. Moore asked the commission to approve the purchase of a new hose from Walts Petroleum that Moore will install himself to save on costs. The commission approved this purchase unanimously.

6. Approval of Bills

Bills for JFK Airport totaled \$36,082.63, the biggest costs were repairs to Snow Removal Equipment, a new furnace, and fuel. Motion to withhold \$2,500 from bills until all work is completed by Richard Huber, second by Blake Ellefson, motion carried unanimously by voice vote.

Motion to approve to pay a portion of the bills totaling \$33,582.63 until all work is completed by Richard Huber, second by Blake Ellefson. The motion passed unanimously by voice vote.

7. Set Next Meeting Date

The next Airport Commission meeting will be held on, April 27 at 4:30pm, at JFK Airport.

8. Adjournment

Richard Huber moved, seconded by John Coffey to adjourn. The motion carried unanimously by voice vote.

**Agenda Item 1: Roll Call**

Chair Dick Pufall called the meeting to order at 5:30 PM

**PRESENT:** Thomas Yankee, Gary Leino, Dick Pufall, Randy Harvey, Sean Brede, Alan Smiles

**ABSENT:** Peter Herlevi (excused)

**ALSO PRESENT:** Marina Manager-Scott Stegmann

**Agenda Item 2: Public Comment**

None

**Agenda Item 3: Approval of Agenda**

Agenda was accepted by Harbor Commission

**Agenda Item 4: Approval of August 31, 2022 Minutes**

Pufall motioned seconded by Yankee to approve August 31, 2022 minutes, motion carried unanimously by voice vote.

**Agenda Item 5: Financial Statement Review**

Numbers presented are close to final figures, a few changes might happen during audit. Have \$265,000 available right now. To help better understand what the financial statement is showing the Harbor Commissioners requested that Finance Director, Julie Valliancourt attends the next Harbor Commission meeting. Motion by Yankee seconded by Harvey to approve the financial statement, motion carried unanimously by voice vote.

**Agenda Item 6: Unfinished Business**

- a. Superfund Site: No new updates on Superfund projects, will discuss Book Across the Bay at the Superfund Site in the Managers Report
- b. Boat Launch: No new updates from the state or federal government regarding funding. Waiting on the Wisconsin Waterways Commission and Joint Finance Committee for approval and funding. Harbor Commission would like to reach out to new local representatives; Chanz Green and Romaine Quinn about moving the boat launch project with state funding.

**Agenda Item 7: New Business**

- a. Manager's Report
  - i. Stegmann provided a Book Across the Bay event recap for commissioners. Stegmann and commissioners would like to develop a policy and guidelines for those who want to use the Superfund Site to make sure use of the site is safe for all during and after events.
  - ii. Ashland Marina staff attended a trade show

- iii. New estimate came in for a fuel tank from a company in Wausau, WI with a much lower cost than previous estimates, around \$175,000 for an above ground tank.
- b. Marina Rules – stored boats and overnight stays
  - i. New sailboat owner at the Marina is working on his new boat but has not paid a storage fee for the year. Stegmann has reported the owner to the police due to this boat owner sleeping at the Marina in a tent and lack of storage payment.
  - ii. Commissioners and Stegmann will be looking at updating rules and implementing a policy regarding overnight stays and living in the boats stored on land at the Ashland Marina in the winter.
- c. Electrical Metering Devices
  - i. With people staying on boats all summer long they are pulling lots of electricity. Commissioners would like to see if there is a way to charge customers for their metered usage of electricity. Discussion to be continued at next Harbor Commission meeting.
- d. Boat Storage Lot: Event Usage and Fee's Associated
  - i. Covered in Managers Report and Marina Rules

**Agenda Item 8: Items for Next Meeting**

- 1. Fuel System Information
- 2. Draft Rules for Overnight Stays
- 3. Electrical Metering Update

The Commission asked Stegmann if he could reach out to Chanz Green and request that he attend the next Harbor Commission Meeting.

**Agenda Item 9: Adjournment**

Meeting adjournment was approved by all Harbor Commissioners in attendance.

**CITY OF ASHLAND**  
**POLICE & FIRE COMMISSION MEETING**  
**Monday, March 6, 2023 – 5:15 p.m.**  
**Hybrid Meeting – Ashland Fire Dept. and GoTo Meeting**

1. **CALL TO ORDER:**

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

2 **ROLL CALL:**

Members Attended: Kate Siegler, Ed Monroe, Matthew Horning and Melissa O'Connor  
Daryle Tucker joined a few minutes after Roll Call

Others Attended: Police Chief Hagstrom, Fire Chief Matthias, Kelly Garro and Emily Hanson

3. **APPROVAL OF AGENDA ITEMS:**

A motion to approve the current agenda items was made by Ed Monroe, seconded by Melissa O'Connor, and passed unanimously.

4. **APPROVAL OF MINUTES FROM DECEMBER 5, 2022 MEETING**

A motion to approve the minutes from the previous meeting was made by Matt Horning, seconded by Ed Monroe, and passed unanimously.

5. **POLICE DEPARTMENT BUSINESS:**

Administrative Report

Chief Hagstrom went over the Police Department report that was emailed to the commission members and available at the meeting in hardcopy. The report consisted of statistics from December 1, 2022 through February 28, 2023. There was an average of 21.75 calls per day, there were 102 arrests, 4 emergency detentions and 85 accidents.

Chief Hagstrom stated that emergency detentions were down, which is most likely attributed to the safety plans that are put in place for many individuals.

Chief Hagstrom included and summarized some patrol/investigation incidents that involved the use of force by officers.

Chief Hagstrom stated that the department has received the body cams they purchased with grant money, and all officers will soon wear them in addition to their squad cameras as most incidents happen away from their vehicles.

6. **FIRE DEPARTMENT BUSINESS:**

Administrative Report

Chief Matthias went over the Fire Department report that was emailed to the commission members and available at the meeting in hardcopy. The report consisted of statistics from

**CITY OF ASHLAND**  
**POLICE & FIRE COMMISSION MEETING**

**Monday, March 6, 2023 – 5:15 p.m.**

**Hybrid Meeting – Ashland Fire Dept. and GoTo Meeting**

December 1, 2022 through February 28, 2023. The department responded to 611 incidents, including 50 interfacility transfers and 409 911-EMS responses. The numbers are steady to slightly above average, though interfacility transfers are down due to the lack of staffing.

Chief Matthias reported that Essentia Health in Duluth has been sending letters of praise, as they are happy with the care the patients receive during transport and they are impressed with how efficient the crew is in getting the patients to Duluth. Doctors have also been doing follow-up calls letting us know what happened with the patient after we turned over care.

Chief Matthias relayed that they have interviewed five potential candidates, but none of them are fully qualified to start right away as they all still need to finish school, pass tests, enter into fire training, etc.

Chief Matthias stated that the department received two radios they were purchased with a grant they share with Bayfield County; the radios have been installed in two rigs. They also received the automatic CPR devices that are now available for use in the ambulances. The Fire Department has received an AFG Grant for EKG monitors in the amount of \$245,000, and Kwik Trip donated \$1,000 to be used for rescue suits.

During the nurses strike in Duluth, the Department offered on-call shifts. Some employees took advantage of the opportunity, but most did not.

Chief Matthias went to Wausau where Captain Kevin Alajoki was awarded the State Hazmat Award for writing curriculum that is used in technical colleges throughout the State.

State Board of Fire Chiefs

Chief Matthias reported that there is Trustee position open on the State Board of Fire Chiefs and he is interested, as he believes it will help him keep up with ever changing practices. The Board meets once per month with eight meetings being virtual and four being in person.

Changing Position of Captains to Battalion Chiefs

Chief Matthias is interested in changing the Captain's positions to Battalion Chiefs. This move would pull them out of the Union. The job would be the same, but the title would be different and there is potential to pay them more money. There is currently not enough support from the current Captains to move forward.

**CITY OF ASHLAND**  
**POLICE & FIRE COMMISSION MEETING**

**Monday, March 6, 2023 – 5:15 p.m.**

**Hybrid Meeting – Ashland Fire Dept. and GoTo Meeting**

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

**7. NEXT REGULAR MEETING DATE:**

The next regular meeting will be held on Monday, June 5, 2023 at 5:15 p.m. This will be a hybrid meeting; those that choose to attend in-person can do so at the Ashland Fire Department, and others will have the option to attend virtually via GoTo Meeting.

**8. CLOSED SESSION:**

A motion to enter into closed session was made by Melissa O'Connor, seconded by Ed Monroe, and approved unanimously.

Kate Siegler, President, announced that they will enter into closed session per Wisconsin State Statute 19.85(1)(c). "To consider employment, promotion, compensation or performance evaluation data of any public employee over which the commission has jurisdiction or exercises responsibility."

Chief Hagstrom and Chief Matthias attended the closed session due to their presence being necessary for the business at hand.

**9. RETURN TO OPEN SESSION:**

A motion to return to open session was made by Ed Monroe, seconded by Melissa O'Connor, and passed unanimously.

**10. REPORT ACTION TAKEN IN CLOSED SESSION:**

Probation and Personnel Reports were given by both Chief Hagstrom and Chief Matthias. The reports were approved unanimously by the commission in closed session.

**11. ADJOURNMENT:**

A motion to adjourn the meeting was made by Ed Monroe, seconded by Daryle Tucker, and approved unanimously. Meeting was adjourned at 5:58 p.m.

Respectfully Submitted  
Emily Hanson, Admin. Asst.

**SUBJECT:** 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:** Approval

---

**DEPARTMENT OF ORIGIN:** Fire & EMS Department

**CLEARANCES:** Unanimously approved by Committee of the Whole, May 30, 2023

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

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:** NA

**APPROPRIATION  
REQUIRED:** NA

**TREASURER'S  
CERTIFICATE:** NA

**COMPLIANCE WITH ORD. 51:** NA

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:**

**SUMMARY STATEMENT:**

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.

At their May 30, 2023 Committee of the Whole meeting, Council unanimously approved to forward this item for formal approval to this Council meeting.



# **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](http://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 14<sup>th</sup> 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 14<sup>th</sup> 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 14<sup>th</sup> 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 14<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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<br>7/01/23-<br>6/30/24 | BUDGET<br>7/1/24-<br>6/30/25 |
|--------------------------------------------|-----------|-------------------------------|------------------------------|
| CITIES OF EAU CLAIRE<br>AND CHIPPEWA FALLS | TYPE I    | \$115,954.48                  | \$115,954.48                 |
| CITIES OF SUPERIOR<br>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

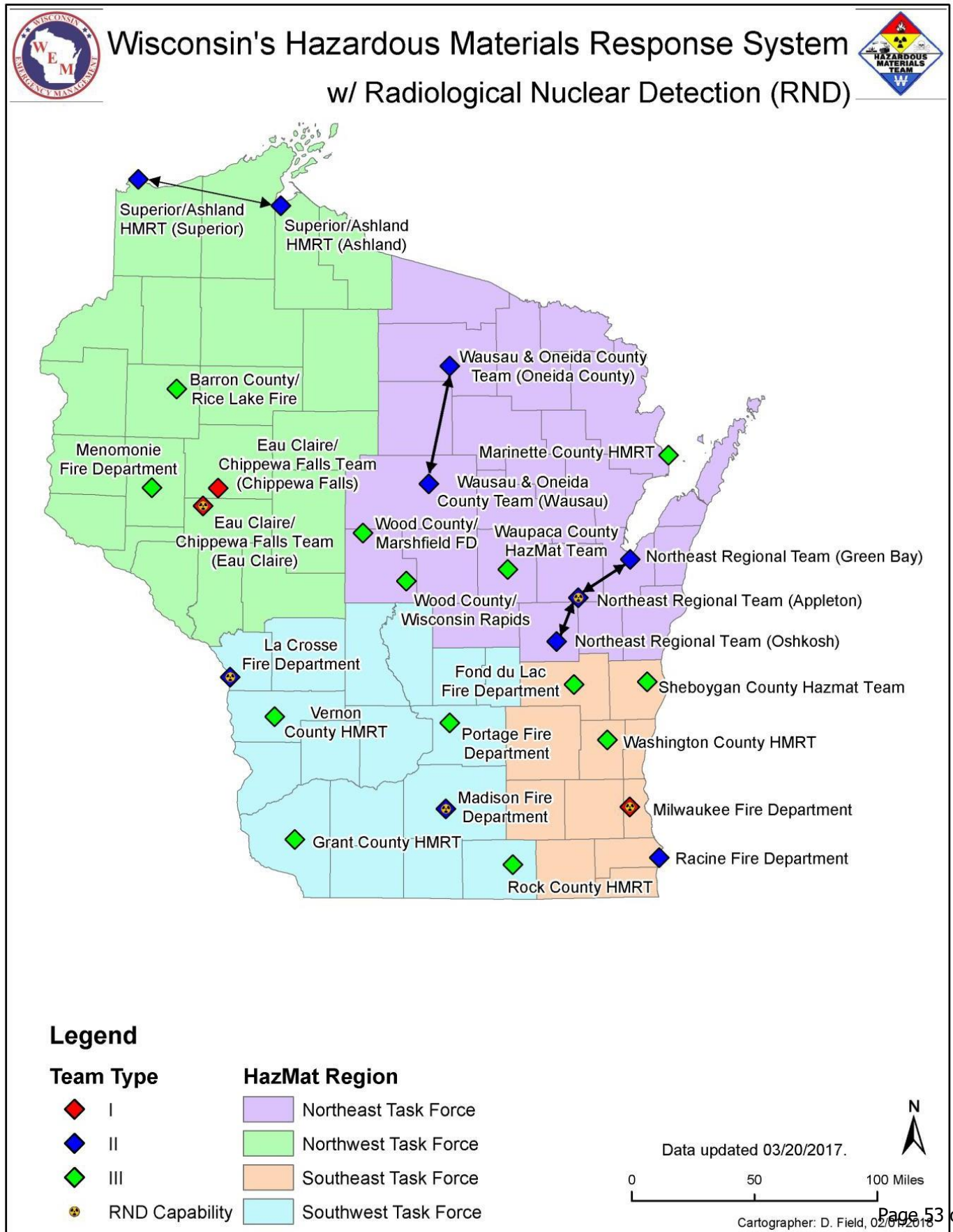


Exhibit D

MUNICIPAL CERTIFICATES OF INSURANCE

**SUBJECT:** Approve to Accept a Facility Condition Assessment Proposal from Kraus-Anderson Construction Company for a Building Facilities Master Plan, Phase 2 (*Public Works*) Roll

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Public Works

**CLEARANCES:** Public Works Director

**EXHIBITS:**

1. City of Ashland- Facility Condition Assessment Proposal - 6-6-23
2. Strategic Plan- Infrastructure
3. Strategic Result: City Buildings

**EXPENDITURES REQUIRED:** Expenditures Required- \$49,300

**AMOUNT BUDGETED:** Amount Budgeted- \$75,000 Fund 450 Building & Facilities

**APPROPRIATION  
REQUIRED:** NA

**TREASURER'S  
CERTIFICATE:** The Treasurer's Office has certified on June 6, 2023 that Kraus-Anderson Construction Company is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

**COMPLIANCE WITH ORD. 51:** Approved at 5/30/23 Committee of the Whole Meeting

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

**SUMMARY STATEMENT:**

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.

At the May 30, 2023 meeting, Kraus Anderson presented on the work completed for a facility condition assessment on City Hall. As part of the discussion, staff requested Council approval of a proposal from Kraus Anderson for work on Phase 2 of the Master Plan, which included the buildings below:

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

Further discussion between the Public Works Director and Facilities and Grounds Foreman concluded that it would be most efficient to have Kraus Anderson complete facility condition assessment work on all City buildings where these services are desired. Staff requested the addition of the following buildings to the scope of work for Phase 2:

- Prentice Park Bathhouses (2 buildings)
- Maslowski Beach Bathroom
- Pearson Plaza Bathroom
- Central Rail Yard Park Multi Use Building
- Hodgkins Ballfield Bathroom

As a result, Kraus Anderson modified the proposal presented at the May 30 meeting to incorporate these six additional building facilities.

Staff is requesting that Council approve a professional services agreement with Kraus-Anderson Construction to begin work on Phase 2 of the Building Facilities Master Plan.



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

June 6, 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:

| <b>Facility Name</b>                | <b>Approx. SF</b> |
|-------------------------------------|-------------------|
| 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            |
| Prentice Park Campground Bathhouses | 1,720             |
| Maslowski Beach Bathroom            | 890               |
| Pearson Plaza Bathroom              | 500               |
| Central Rail Yard                   | 3,200             |
| Hodgkins Ballfield Bathroom         | 375               |

## **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:

| <b>Name</b>           | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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      | <p>Detailed 10-year plan which includes the following items, prioritize and categories by condition, criticality, replacement timing, resolution, and funding mechanisms including the following:</p> <ul style="list-style-type: none"> <li>• Capital and deferred maintenance/facility deficiency items identified</li> <li>• Project identification and phasing considerations</li> <li>• Equipment and Materials lifetime expectancy</li> <li>• ADA/Code Compliance considerations</li> <li>• Safety and security considerations</li> <li>• Energy efficiency considerations</li> </ul> |

|                            |                                                                                                                                                                                                                |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                            | <ul style="list-style-type: none"> <li>Cost estimates based upon real-time market data from KA's current construction cost database</li> </ul>                                                                 |
| 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 **\$49,300.00**

### **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:

/ /

\_\_\_\_\_



**KRAUS-ANDERSON®**

## **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.

# INFRASTRUCTURE

By 2022, pedestrians and cyclists will experience safe passage crossing the highway to reach the lakeside.

By 2023, City of Ashland residents and visitors will experience consistent, reliable and affordable high-speed internet access throughout the City.

By 2022, City of Ashland residents and businesses will have access to reliable and reasonably priced City water, sewer, stormwater and streets through the development and implementation of a 20-year repair and replacement plan, supported by budget plans on 5-year increments.

By 2024, City of Ashland residents and visitors will experience improved access to and from Ashland via Lake Superior through the installation of a commercial boat access point at the Marina and additional recreational access points along the shore.

By 2026, 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.

## Strategic Result: City Buildings

**By 2026, 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.**

### Facilities Master Plan

Assess all City buildings and facilities to create a Schedule of Replacements, Renovations and Remodels  
Public Works, Planning, Parks, 2023  
Xcel – request to do Energy Audits of all City buildings  
Public Works, 2023  
Master Plan to include future needs and plans  
Public Works, Planning, 2023

|                |                                                     |            |
|----------------|-----------------------------------------------------|------------|
| Action Step #1 | Develop Bldg Priorities for Master Plan Ph 1 & Ph 2 | 3/15/2022  |
| Action Step #2 | RFQ for Bldg Facilities Master Plan Ph 1            | 4/1/2022   |
| Action Step #2 | Explore Xcel Energy Incentives for Energy Svgs      | 12/31/2022 |
| Action Step #3 | Complete Bldg Facilities Master Plan Ph 1           | 12/31/2022 |
| Action Step #4 | Funding for Bldg Facilities Master Plan Ph 2        | 12/31/2022 |
| Action Step #5 | RFQ for Bldg Facilities Master Plan Ph 2            | 4/1/2023   |
| Action Step #6 | Energy Audits of All City Buildings                 | 12/31/2023 |
| Action Step #7 | Complete Bldg Facilities Master Plan Ph 2           | 6/1/2024   |

### Lower Operating Costs

Establish definitions of Operating Costs (Dan 2022)  
Establish baseline of operating costs for each City building and facility (Dan 2022)  
Establish accounting structure and procedures for tracking operating costs by building and facility (Dan, Julie 2023)  
Develop and implement staff education program re lowering operating costs

|                |                                                                        |            |
|----------------|------------------------------------------------------------------------|------------|
| Action Step #1 | Review Budget Book(s) info on Facilities budget (line item costs)      | 3/15/2022  |
| Action Step #2 | Review alternate City budgets for their definitions                    | 6/1/2022   |
| Action Step #3 | Submit Facilities Operating Costs Definitions to City Administrator    | 12/31/2022 |
| Action Step #4 | Review 5 yrs prior budgets to ID typ operating costs (key bldgs)       | 6/1/2023   |
| Action Step #5 | Review existing accounting structure w/ Finance                        | 9/1/2023   |
| Action Step #6 | Suggest changes in existing accounting structure to City Administrator | 3/1/2024   |
| Action Step #7 | Develop staff education program                                        | 9/1/2024   |
| Action Step #8 | Implement staff education program                                      | 1/1/2025   |

### Extend the Life Spans of City Buildings and Facilities

Establish an ongoing lists and cost of deferred maintenance items by building and facility. Leverage Facilities Master Plan. (Dan 2023)  
Establish life span standards for new buildings and major renovations (PW, Planning, Parks 2023)

|                |                                                                  |          |
|----------------|------------------------------------------------------------------|----------|
| Action Step #1 | Dan compile list of existing deferred maintenance needs          | 4/1/2022 |
| Action Step #2 | Develop list of maintenance needs from Master Plan Ph 1          | 3/1/2023 |
| Action Step #3 | Develop list of maintenance needs from Master Plan Ph 2          | 9/1/2024 |
| Action Step #4 | Establish list of asset classes requiring list span (roof, HVAC) | 6/1/2024 |
| Action Step #5 | Establish asset life spans for each asset class                  | 6/1/2025 |

### Project Historic Character in City Buildings

Develop and present to Council a policy decision, which is consistent with “Authentic Ashland”, to ensure that City buildings are built, renovated, or remodeled so the historic character of the City is prioritized.

### Required Resources

\$ - funding for Master Plan Ph 1 (2022 budget)  
\$ - funding for Xcel Energy audits (if necessary)  
\$ - funding for Master Plan Ph 2 (2023 budget)  
\$ - funding for energy efficiency svgs projects (ongoing, future yrs)  
Finance staff time to review facilities accounting system  
Finance staff time to review asset life spans (overlap w/ GASB reporting)  
Facilities/Streets time for energy efficiency projects

### Performance Measures

% reduction in energy consumption for key City bldgs  
\$ amounts spent on Facilities needs (compared to years prior to 2022)

**SUBJECT:** Approval to Enter into a Professional Services Agreement between the City of Ashland and EPLEX, LLC as the Delegated Agent with the Wisconsin DSPS for Plan Review Services (*Planning Director*) Roll

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Planning & Development

**CLEARANCES:** Approved by Committee of the Whole, May 30, 2023  
Building Inspector, City Attorney, Fire Chief, City Administrator

**EXHIBITS:** 1. Professional Services Agreement between the City of Ashland and EPLEX, LLC

**EXPENDITURES REQUIRED:** N/A

**AMOUNT BUDGETED:** N/A

**APPROPRIATION  
REQUIRED:** N/A

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

**COMPLIANCE WITH ORD. 51:** 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.

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

**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 13 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 business 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 also 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 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 amendments 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. The WI DSPS is encouraging communities to obtain Delegated Agent status. The Committee of the Whole reviewed the Delegated Agent materials at the May 30th COW meeting. The COW voted to move the item forward to the Council for review. E-Plan Exam also sent the materials to the WI DSPS for review. Etta Strey reviewed the proposed ordinance revisions and had minor comments. Staff has incorporated the input into the ordinance draft. Staff recommends Council approval of the proposed ordinance revisions, agreement, and fee schedule and referral to the Council for review.

*\*\* In the COW agenda bill staff erroneously stated that the State Inspector's area included around 17 counties. The State Inspector for our region is actually responsible for 13 counties. Staff corrected this after verifying his jurisdiction via the DSPS Commercial Building Inspection District Map.*

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<br>601 Main Street West<br>Ashland, WI 54806 | David Adam (DA) Mattox<br>12605 W North Ave., #189<br>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<br>(Square Feet)                                                                              | Building Plans | HVAC Plans | Fire Alarm System<br>Plans | Fire Suppression<br>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)<br>(New Construction<br>& Additions)                                   | Plumbing<br>Plan Review<br>Fee                                                                                                                                                                      |  | Number of Fixtures<br>(Alteration, Remodeling,<br>and Site Work)               | Plumbing Plan<br>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<br>(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.<br>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. |
| 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 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.                                                                                                                                                                                                |

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](mailto:damattox@eplanexam.com)

Plan Review Management Contact

John Cunningham

414-336-4470

[Johncunningham@eplanexam.com](mailto:Johncunningham@eplanexam.com)

**SUBJECT:** Approve an Ordinance to Amend Chapter 165 (2021-1945) Comprehensive Fee Schedule, Ashland City Ordinances, to Include Fees Associated with Plan Review Services (*Clerk*) Roll

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** City Clerk

**CLEARANCES:** Approved by Committee of the Whole, May 30, 2023

**EXHIBITS:**

1. Proposed Ordinance 2023-1981
2. Commercial Plan Review Fee Schedule

**EXPENDITURES REQUIRED:** NA

**AMOUNT BUDGETED:**

**APPROPRIATION  
REQUIRED:** NA

**TREASURER'S  
CERTIFICATE:** NA

**COMPLIANCE WITH ORD. 51:**

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:**

**SUMMARY STATEMENT:**

With approval of the Professional Services Agreement with EPLEX, LLC, the City of Ashland needs to adopt and remit the appropriate fees to the Wisconsin Department of Safety and Professional Services (DSPS). The proposed fee schedule is very similar to the current fees charged by DSPS when plans are submitted to the State.

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. The WI DSPS is encouraging communities to obtain Delegated Agent status. The Committee of the Whole reviewed the Delegated Agent materials at the May 30th COW meeting. The COW voted to move the item forward to the Council for review. E-Plan Exam also sent the materials to the WI DSPS for review. Etta Strey reviewed the proposed ordinance revisions and had minor

comments. Staff has incorporated the input into the ordinance draft. Staff recommends Council approval of the proposed ordinance revisions, agreement, and fee schedule and referral to the Council for review.

**Sequential Ordinance No. 2022-1981**  
**Chapter 165 (2021-1945)**

**ORDINANCE TO AMEND CHAPTER 165 (2021-1945) COMPREHENSIVE FEE SCHEDULE, ASHLAND CITY ORDINANCES**

An ordinance adopted by the Common Council for the City of Ashland at a regular meeting of June 13, 2022 for the purpose of amending Chapter 165 (2021-1945) Comprehensive Fee Schedule, Ashland City Ordinances.

**Section I**

*Exhibit I shall be amended to include the following:*

Commercial Plan Review Fee Schedule – Building/HVAC/Fire Suppression  
*See attached.*

**Section II**

*Effective Date of Ordinance:* This ordinance shall take effect on January 1, 2023 upon passage and publication.

PASSED: June 13, 2022

PUBLISHED: June 20, 2022

ATTEST:

\_\_\_\_\_  
Alderperson

\_\_\_\_\_  
Denise Oliphant, City Clerk

\_\_\_\_\_  
Matthew MacKenzie, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Tyler W. Wickman, City Attorney

| <b>COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION</b>             |                                                                                                                                                                                                                                                                                                                                                                                                                                 |                   |                                    |                                      |
|----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------------------------|--------------------------------------|
| 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.                             |                                                                                                                                                                                                                                                                                                                                                                                                                                 |                   |                                    |                                      |
| <b>Area<br/>(Square Feet)</b>                                                                      | <b>Building Plans</b>                                                                                                                                                                                                                                                                                                                                                                                                           | <b>HVAC Plans</b> | <b>Fire Alarm System<br/>Plans</b> | <b>Fire Suppression System Plans</b> |
| 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.                                                                                                                                                   |                   |                                    |                                      |

## EXHIBIT II

|                                |                                                                                                                                                                                                                                  |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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)<br>(New Construction & Additions)                                      | Plumbing Plan Review Fee                                                                                                                                                                                                                                                                                                                                                                                                        |  | Number of Fixtures<br>(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<br>(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.<br>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. |  |                                                                                |                          |
| 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 and base fees applied to a project.                                                                                                                                                                          |  |                                                                                |                          |

## EXHIBIT II

|                                |                                                                                                                                                                                                                                  |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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:** Approve One Grant Agreement for Lighting Improvement Grant Program (Main Street) Roll

**RECOMMENDATION:** Approval (unanimously recommended by Main Street Board on June 1, 2023)

---

**DEPARTMENT OF ORIGIN:** Ashland Main Street Program

**CLEARANCES:** Main Street Board (project recommended for approval on June 1, 2023)

**EXHIBITS:**

1. Lighting Improvement Grant Program Requirements
2. Union Boutique Frontdoor Back Summary Report
3. Union Boutique Draft Agreement

**EXPENDITURES REQUIRED:** \$4,547.78 in ARPA funds, designated for the Downtown Facade Program by Council on March 29, 2022

**AMOUNT BUDGETED:** \$50,000 in ARPA funds, designated by the Council for the Downtown Facade Program on March 29, 2022

**APPROPRIATION  
REQUIRED:**

**TREASURER'S  
CERTIFICATE:** The Treasurer's Office has certified on June 8, 2023, that Jeanne Aspensen/Aspensen Properties, LLC is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

**COMPLIANCE WITH ORD. 51:**

**STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:** The proposed project conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan. A central tenet of the Comprehensive Plan is that "Authentic Ashland means we like who we are, and we honor who we are. We choose to significantly invest our time and resources in our arts, in our cultural history, and in our architecture" (p. 19). The Comprehensive Plan prioritizes City investment in the downtown as the heart of the community, with preservation of historic resources, promotion of place-based entrepreneurialism, and stimulation of the downtown as "a regional center of activity" all stated goals which the proposed grant agreements would help to further. The grant criteria for this program specifically work to preserve Ashland's historic resources, promote storefront activation, and improve perceptions of safety and security in the downtown district.

**SUMMARY STATEMENT:**

In October 2022, the Main Street Board organized a workshop for downtown business and property owners on lighting best practices, which included two presentations by the Lighting Design Consultancy group, Frontdoor Back, on exterior and interior lighting. Following the presentations, Frontdoor Back provided individualized consultations to 10 business/property owners, resulting in a customized Lighting Summary Report. The Lighting Improvement Program is seeking to fund the strategic lighting recommendations summarized in these

reports.

The criteria for the Lighting Improvement Program were established by the Main Street Board in the winter of 2022-23, prior to receiving any proposals for the grant program. The grant criteria selected were identified to further Comprehensive Plan goals, the City Strategic Plan, and the Ashland Main Street Strategic Plan, to support the installation of additional exterior lighting in the downtown district to improve the overall nighttime visibility of the district. Specifically:

1. Support the installation of architectural and/or ridgeline lighting to help visitors identify significant buildings in the community, illustrate the unique elements of the downtown, and celebrate the historic nature of the district;
2. Support the installation of pathway lighting to facilitate safe, well-lit paths for pedestrians navigating the downtown district;
3. Support the installation of entryway lighting to help define the physical entrance to a storefront and create a safe environment for employees when entering and leaving the building;
4. Support the build-out of additional window display lighting fixtures to increase businesses' ability to enliven visitor's experience of downtown and effectively showcase their products or services beyond their hours of operation; and
5. Support the installation of signage lighting to increase business visibility and help visitors orient themselves and better identify destinations within the district.

Full list of Grant Program Guidelines attached.

The Main Street Board accepted applications for the Lighting Grant Program from business/property owners who participated in the Lighting Workshop. The applications were reviewed by Main Street and Planning & Development staff based on the pre-established criteria and the City's UDO standards. Main Street staff recommended funding levels to the Board, with a 1:1 match for grant funding. 10 storefronts were eligible, with four ready, pending Council approval, and the rest will be considered as more applications come in. Main Street is accepting applications on a rolling deadline. Upcoming deadlines for application submittal: June 26th, and July 31st.



## LIGHTING IMPROVEMENT GRANT PROGRAM GUIDELINES

### Purpose

Good lighting plays an important role in creating a safe and functional downtown district. Great lighting goes even further and not only creates a safe environment, but successfully engages and delights visitors and residents alike, helping them create meaningful connections with the community. Lighting is also an effective economic development tool because when people feel safe and relaxed in a district, they engage more productively with businesses and ultimately spend more time and more money downtown.

Attractive and effective district lighting is built in layers, block by block and storefront by storefront. The Ashland Main Street Program has a new one-time Lighting Improvement Grant Program to encourage investment in strategic storefront lighting projects in Ashland's downtown district, with an emphasis on exterior lighting projects that incorporate all or some of the 6 layers of lighting; ridgeline, architectural, pathway, entryway, signage and window displays.

### Objectives

Support the installation of additional exterior lighting in the downtown district to improve the overall nighttime visibility of the district. Specifically;

- ✓ Support the installation of **architectural and/or ridgeline** lighting to help visitors identify significant buildings in the community, illustrate the unique elements of the downtown, and celebrate the historic nature of the district;
- ✓ Support the installation of **pathway lighting** to facilitate safe, well-lit paths for pedestrians navigating the downtown district;
- ✓ Support the installation of **entryway lighting** to help define the physical entrance to a storefront and create a safe environment for employees when entering and leaving the building;
- ✓ Support the build-out of additional **window display lighting** fixtures to increase business' ability to enliven visitor's experience of downtown and effectively showcase their products or services beyond their hours of operation; and
- ✓ Support the installation of **signage lighting** to increase business visibility and help visitors orient themselves and better identify destinations within the district.

### Program Funding Requirements

The Lighting Improvement Grant Program provides \$1 of City funds for every \$1 of private funds for eligible expenses (100% match) up to the grant award maximum of \$5,000.00 per property.

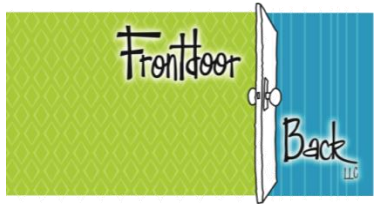
### **Program Guidelines**

1. Grant program administered by the Ashland Main Street Program, in conjunction with the City of Ashland
2. Project location must be located in downtown Ashland
3. A maximum of \$50,000 total in funding will be distributed; a maximum of \$5,000 awarded per project
4. Funds reviewed and distributed based on project alignment with review criteria; must have attended the Lighting Design Workshop presentation with Frontdoor Back (10/25/22) and/or received a one-on-one consultation with Frontdoor Back (10/26/22 or 10/27/22) to be eligible
5. Applications must be reviewed by City of Ashland Planning Department staff prior to work commencing to ensure all proper permits are issued.
6. Application to include fixture cutsheets and lamping or illumination specifications
7. Work to be completed by a licensed electrician
8. Retroactive funding requests for work completed before an application submittal will not be considered
9. Funds are distributed as reimbursements after invoices and photos of before/after are submitted

### **Review Criteria**

- Project activities as recommended by Frontdoor Back Inc. in the Lighting Design Workshop presentation (10/25/22), or in final report resulting from a one-on-one consultation with Frontdoor Back Inc.
- Priority given to exterior lighting projects that incorporate pathway, entryway, window display, architectural, signage and/or ridgeline lighting
- Impact of the project on the overall district and nearby businesses
- Cohesion with the historic nature of the downtown district (West Second Street Historic District)

SEANETTE CORKILL and ANNE MARIE LUTHRO of  
FRONTDOOR BACK



CELL: 360.281.3853

EMAIL: SEANETTE@FRONTDOORBACK.COM

WEB: FRONTDOORBACK.COM

*DATE:* December 30, 2022

*SITE VISIT:* Thursday, October 27, 2022

*CLIENT:* **Union Boutique**, Ashland, WI

*PROJECT:* Storefront Lighting Consultation Summary

*OBJECTIVE:* Summary of top-level observations and recommendations following a  
1-hour on-site consultation

# UNION BOUTIQUE

December 2022

Jeanne,

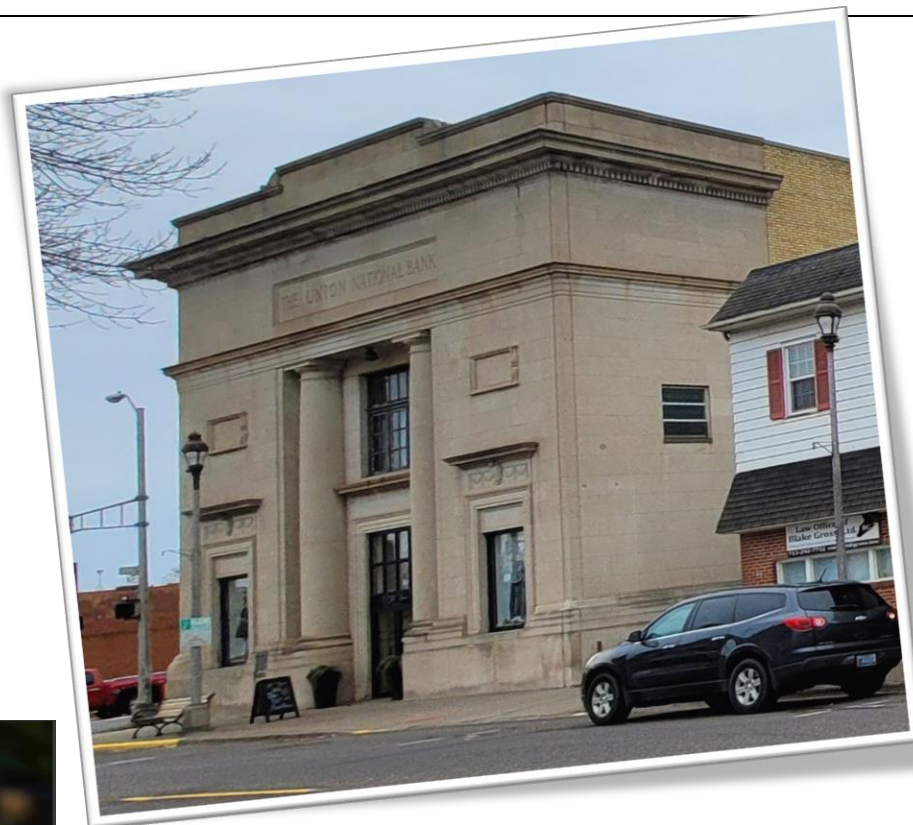
Thank you so much for attending the Seeing Main Street in a Whole New Light presentation and signing up for a storefront consultation. Now that you are the proud owner of this iconic building that anchors and defines the downtown corridor, you have your work cut out for you. I appreciate that you're making your store the best it can be. Both you and downtown Ashland will benefit from your improvements. Lighting plays a key role in that— inside and out!

I have summarized my recommendations and thoughts in the following pages and focused on WHAT to do more so than WHY, as I covered that in person or during the presentation. If you have questions about anything in the report, need a refresher on certain aspects or want to discuss further consultation, please call or email. I'm excited for the changes you have planned.

Sincerely,



Seanette@frontdoorback.com  
360-281-3853



# Seeing Main Street in a Whole New Light:

---

## Presentation Refresher

### Exterior: The 6 layers of light

1. **RIDGELINE** Defines an area or building or business by highlighting the shape of the top of the building or parapet
  2. **ARCHITECTURAL** Highlights or creates significant architectural detail
  3. **SIGNAGE** Properly illuminates signage where it is found
  4. **PATHWAY** Illuminating sidewalks and corridors that lead to the 'Main St.' to provide support for safe and comfortable circulation around the district
  5. **ENTRY** Highlighting the primary entrance
  6. **WINDOW** Interior display lighting that keeps windows active "24/7"
- 

### Interior: The 6 layers of light

1. **WINDOW** Illuminating the products/props in the window display that "sell" the store
2. **AMBIENT** A general lighting wash that illuminates the space overall but directs the eye nowhere in particular
3. **PRODUCT** Focused light that communicates colors, adds drama and sells the product
4. **DECORATIVE** Lights/fixtures that are meant to be seen. These lights add interest and character and support the overall design.  
While they may provide some light, it's not their first job.
5. **TASK** Lighting that helps accomplish a specific task such as accepting payment, thorough product investigation, or seeing a product fit in a fitting room.
6. **ACCENT/ARCHITECTURAL** Lighting that accentuates specific features of the space or of a fixtures texture or shape

# UNION BOUTIQUE: Signage

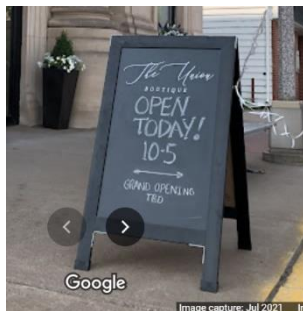


Repurposing a building of this stature is a tall order. While it's striking to behold, it is less forgiving in providing opportunities for individual or multiple tenant branding. Any changes or additions must be respectful of the architecture.

A proper commercial-scale sign (whether it be a building or projecting sign or both) for Union Boutique would be the first thing on my wish list for you. Once you have those, we would try to light them of course.

The entryway windows and door frames might be the least intrusive, best opportunities to bring your name to the storefront. Custom fabricated sign brackets are likely needed to hold your signs securely in place at the right locations.

There appear to be two brackets or hooks affixed to a ledge between the first and second story front windows. Can those be incorporated to support signage and its related hardware?



In the photo to the left, the pink shapes indicate placeholders for signage placement. The shape of the sign would be your preference as it relates to your branding and maximizing its readability.

Your a-frame sandwich board is well done and well positioned (directly in front of your store) during open hours to call attention to passers-by that your boutique is open and can be found inside the building.

# UNION BOUTIQUE: Entrance



As a decorative element, the chandelier, pictured to the left, adds value to the overall aesthetic. Relative to the overall storefront, however, it is too bright. Ideally, your window displays should have more light spilling from them than the lobby. Right now, it's the opposite- the lobby takes center stage (see bottom photo). With some minor adjustments to its bulbs, the chandelier can provide a balanced, lower volume, warm glow to the foyer. It also appears that your chandelier can remain on independently after the store has closed, which should be continued.

Placement: Keep the chandelier's location and height as is

Bulb choice: Replace the current flame shaped bulbs with the same shaped NEW bulbs that have a lower lumen output (by half at least) and a warmer color temperature (Kelvin). I would recommend finding bulbs in 2200K to create warmth. Try frosted or clear flame shaped bulbs with Edison style filaments and evaluate each to determine the best outcome (see examples in box below). Lights that are perceived as too cool (4000K, 5000k or higher Kelvin temperature) will create an unappealing retail atmosphere. The cooler color temperature bulbs you have now contradict the warm undertones of the building and the lobby's materials.



Concepts and designs by Frontdoor Back LLC all rights reserved

*Determine what size base you have before purchasing new bulbs*



*Flame shaped clear LED bulb with Edison style filament in a Medium (a.k.a. E26) base*



*Flame shaped clear LED bulb with Edison style filament in a Candelabra (a.k.a. E12) base*

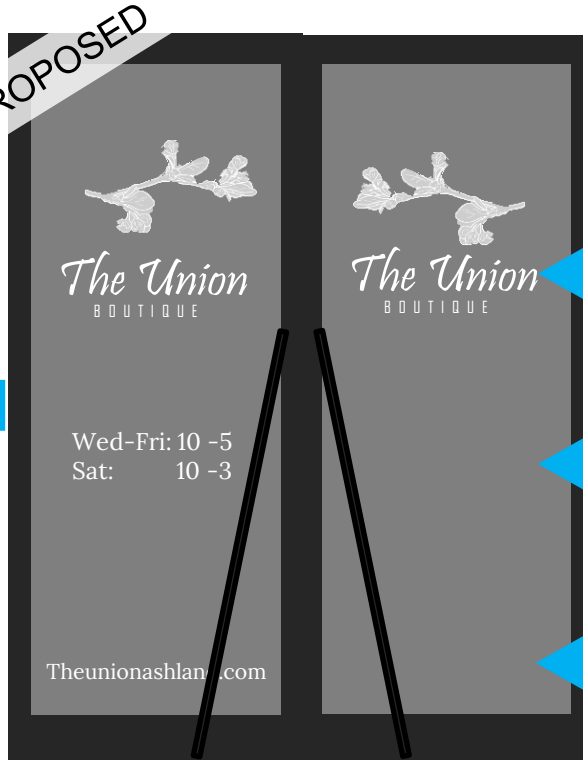


*Flame shaped frosted LED bulb in a Candelabra (a.k.a. E12) base*

# UNION BOUTIQUE: Frontdoor



If you are able to locate a storefront sign above the door, it would be great to add your store name and logo on the glass of the double doors.



*The reason I place hours on the left door is that most people use the right door to enter so... they will have a longer, undisturbed view of the left door as they are entering.*

1. STORE ADDRESS – Add elegant oversized standoff metal address numbers centered above the door.
2. STORE NAME – Place at eye level. Reverse any graphic elements that are black to plain white so those elements will be visible. No background is needed behind them as white vinyl is the most visible on its own when placed on glass. (Sorry I didn't have your actual font for the mock-up)
3. STORE HOURS – Keep text as minimal as possible and in as few lines as possible. Place the days/hours of operation at or below waist-level. Start with Open hours/days and end with days you are Closed. This information needs to be readable from the curb. This information does not need the header of "HOURS" as it is self-evident. You can convert the cute framed sign you have now to an OPEN/CLOSED sign and continue to hang it where it is.
4. CONTACT INFO – On lowest ¼ of door for after-hours communications but still large enough to read from a vehicle parked at the curb.

# UNION BOUTIQUE: Windows



Great job having decorative lighting in your windows. As the only lights in the window however, the display becomes all about them versus about the products displayed. Keep the decorative lights AND bring focus onto the dress forms and the clothing by adding track lighting.

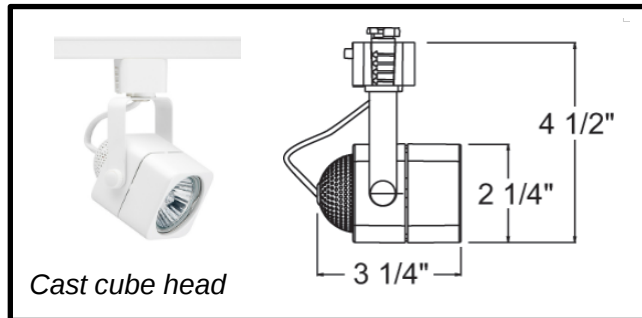
**Placement:** Install track in all three windows (I've only pictured 2 of the 3 here) as indicated by pink lines and triangle outlines. As shallow as the window box areas are, the track will naturally be as close as needed to the glass so the bulbs can be aimed down and back at the merchandise.

**Fixture style:** Cast cube track heads; about 1 fixture per 18" of window glass width. You can start with three fixtures per window and, in the future, increase to 5 (as shown) depending on your need to highlight additional elements.

**Bulb choice:** MR16 LED bulbs in 2700K. Fixture should accommodate a GU10 base. See the light bulb reference page at the end of this report for full details on what a GU10 base looks like (vs. the E26 which is a typical medium-diameter threaded end).

Make sure these tracks can also remain on after hours.

**Misc:** Your name, currently positioned on the center of the window, might be better located on the bottom ¼ of the glass so it's not lost from sight because of the display behind it.



# UNION BOUTIQUE: Architectural & Ridgeline Lighting



I believe you mentioned that a longer term goal of yours would be to light the architectural elements of the building. Once you've established your landscaping approach, you could begin to assess what current LED technologies are available to spotlight or wash those aspects of the building that lend themselves to receiving light. I've overlaid the image above with locations I can envision you bringing attention to such as the columns with spotlighting and the upper cornice with a linear wash. I also included ridgeline lighting along the full length of the parapet's silhouette in the concepts above. Ridgeline lighting may be the easiest to start with. If/when other buildings in the corridor install ridgeline lighting, it will help define this section of downtown as special.

# UNION BOUTIQUE: Summary of Storefront Lighting Recommendations

---

## Signage

- Deciding on what type of storefront signage you want to use and resolving how to install it needs to be determined before detailing how to light it.

## Entryway

- Replace the existing light bulbs in the chandelier with ones that emit fewer lumens and are warmer in color temperature.
- Evaluate and coordinate the color of the lightbulbs in the chandelier in the very next entry corridor. I'd recommend 2700K.
- Update your front door with your graphics, hours and contact information.

## Windows

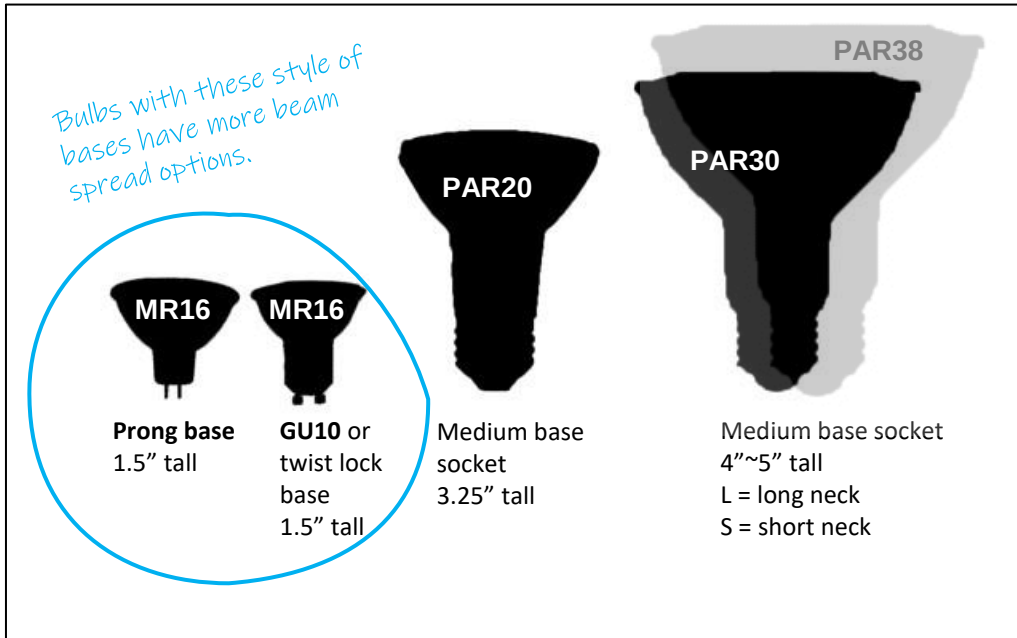
- Great job with your window displays!
- Add track lighting to properly emphasize the products.
- Consider repositioning the store name lower (bottom ¼) on the glass.

## **REFERENCES:**

---

NOTE: The specs for the front vestibule's chandelier bulbs are different than below and are listed on page 5.

# REFERENCES: Commercial LED Light Bulbs for Window Display



## STYLE / DIAM

PAR (short for parabolic aluminized reflector) is the previous name for the style of the lens that is needed. PAR style bulbs typically have flat fronts and send out a focused beam of light.

"16" or "20" or "30" refer to the diameter of the face of the lens (bigger # = wider face)

**High Ceiling: PAR30 or PAR 38**

**Low Ceiling: PAR20**

**Close to products: MR16**

**AVOID frosted and domed or bulb lenses**

## COLOR / APPEARANCE

The **Kelvin** number refers to the appearance of the color of the 'white' light ranging from warm to cool.

CRI (Color Rendering Index) indicates how true the colors of the product appear under a particular bulb.

**Kelvin: 2700K or 3000k**  
**CRI: 90 or greater**

## LUMENS

**Lumens** is the volume of light being emitted by the LED bulb. (Old terminology related to output for incandescent and halogen bulbs was watts). Watts was and is simply the energy being used.

| OLD equivalency | NEW                  |
|-----------------|----------------------|
| 100 watts       | 1600 lumens (16-18w) |
| 75 watts        | 1100 lumens (13w)    |
| 60 watts        | 800 lumens (9-10w)   |
| 40 watts        | 450 lumens (6w)      |

## BEAM SPREAD

**Spread** refers to the size and shape of the light beam coming from the bulb. It is expressed numerically in degrees of angles or with adjectives such as "spot" or "flood". Think of the beam of light like water coming out of a spray nozzle that you can adjust for a wide or narrow flow.

**Spot and Narrow Spots**  
**Flood and Narrow Flood**

Choices depend on how far away the product is, lumens needed, size of the area needing light and the effect desired.

# REFERENCES: Tapeless Signage Holder

---

Instead of tape when affixing information on windows or doors, this product offers an easy, flexible way to add and then easily reposition posters for events you choose to support.



Reusable Frame - 8.5"w x 11"h  
1/2" Black Border 5/Pack

<https://www.magikframe.com/>

<https://stmdisplays.com/poster-sign-holders/magik-frame>

Also available in 11" x 17" and other sizes and orientations  
Order with Black (recommended) ½" border clings

I'm leaving these reference pages in the deck to help guide the likely custom solution you made need to pursue for any projecting signs on the building.

## REFERENCES: Blade sign bracket with integrated lights

### Option A



### 53" Classic Lighted Sign Bracket Kit (prefer smaller size than show here)

\$429.85 + shipping + LED light bulbs

[www.hooksandlattice.com/classic-sign-lighting-3.html](http://www.hooksandlattice.com/classic-sign-lighting-3.html)

### Option B



### 30in. Triangle Ball Lighted Sign Bracket Kit

\$299.85 + shipping + LED light bulbs

[www.hooksandlattice.com/triangle-sign-light-bracket.html](http://www.hooksandlattice.com/triangle-sign-light-bracket.html)



SATCO  
PAR20 LED  
7w  
2700K  
40 degree  
Model#29405

### Option C



### 40in. Universal Straight Arm Lighted Bracket

\$379.85 + shipping + LED light bulbs

[www.hooksandlattice.com/lighted-universal-brackets11.html](http://www.hooksandlattice.com/lighted-universal-brackets11.html)

*Each bracket style comes in different lengths.  
Choose your style first, then determine  
appropriate length arm.*

# REFERENCES: Blade sign bracket with integrated lights

## Option A



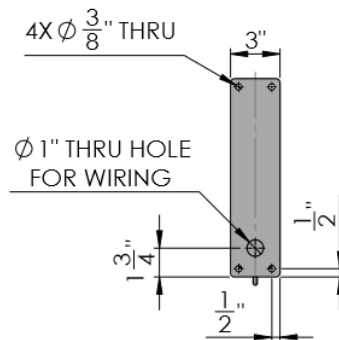
Extension arms for the light fixtures project out approx. 12" from main arm (alternate arm lengths are available)

Included light fixture housings are approx. 5.5" long x 3" diameter (note: Par 20 bulbs not included)

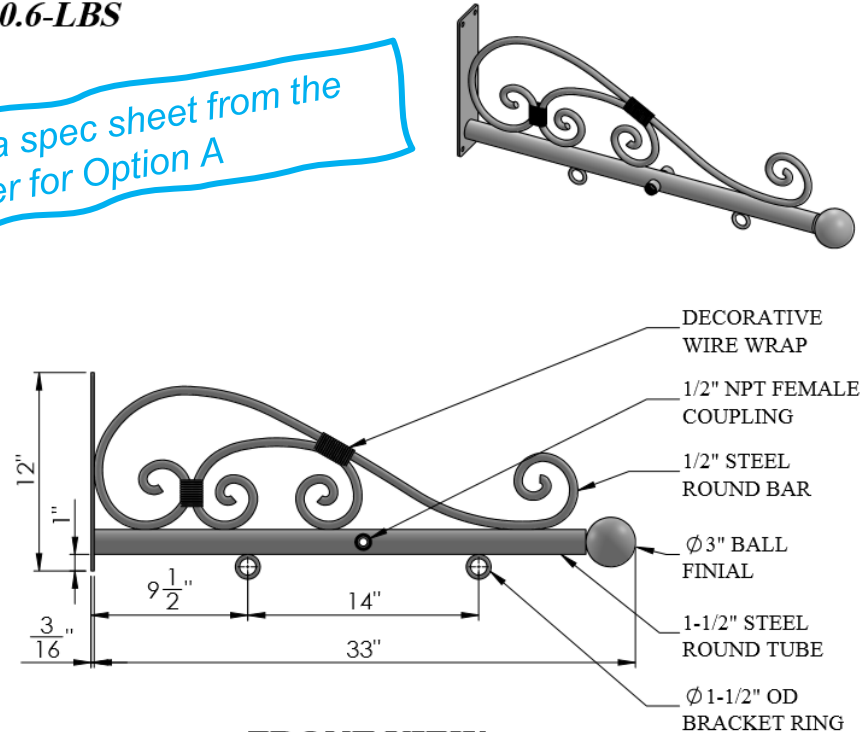
Bracket only weight = 11 lbs mounting hardware not included

**BRACKET WEIGHT: 10.6-LBS**

Example of a spec sheet from the manufacturer for Option A



**SIDE VIEW**



**FRONT VIEW**

Date: 06/2015  
Scale: NTS  
DB: CF  
CB:  
Order#:

Content: 33" Classic Lighted Sign Bracket  
PN: 377B-WL-BF-33  
Color/Finish: Textured Black Powder Coat  
Customer Approval: \_\_\_\_\_

Design by Sign Bracket Store. All visual representations and designs are the intellectual property of Sign Bracket Store and protected under copyright law. Any duplication of this design is in direct violation of the law and will result in legal action.  
© Copyright 2008-2015

**SIGN BRACKET STORE**  
By Hooks & Lattice [signbracketstore.com](http://signbracketstore.com)

T: 888-919-7446

F: 760-603-0812



# Lighting Improvement Grant Program Agreement

**Re: 100 Main St W – Lighting Improvement Grant Agreement**

Dear Jeanne Aspenson,

I am writing to confirm that at the June 1, 2023 meeting, the Ashland Main Street Board recommended approval of your application for a Lighting Improvement Grant for the planned building renovations at 100 Main St W. Therefore, the City will provide up to **\$4,547.78** in grant funds to support the lighting improvements noted in your application and approved by the Main Street Board, subject to the following conditions:

**1. Agreement:** This document will serve as the development agreement between you and the City of Ashland. Please sign and date the document in the appropriate location below and return the original to my attention at the address noted above.

**2. Project:** The project shall follow the complete work description, including fixture style and bulb choice, as recommended in the Light Summary Report provided by Lighting Consultancy group, Frontdoor Back, Inc following the site visit on October 27, 2022. Any changes to the project will require approval prior to any work being done. Please contact the Ashland Main Street Program regarding any changes with respect to the project.

Approved project activities for 100 Main St W and conditions of approval include:

- Architectural and ridge line lighting

**3. Project Deadline:** In consideration of the City's commitment to provide the grant funds described above, you agree to complete the exterior building renovations at 100 Main St W with a project completion date of no later than November 1, 2023. Any grant extensions must be requested and approved by the Main Street Board prior to November 1, 2023. Requests shall be submitted in writing to [ashlandwimainst@gmail.com](mailto:ashlandwimainst@gmail.com).

**4. Permits & Inspections:** The applicant shall obtain all necessary permits and approvals prior to commencing any work. All required inspections must be completed and approved by the required officials. Failure to obtain Building Permits prior to commencement of work can result in revocation of grant funding approval and/or requirement for repayment of disbursed grant funds by the applicant.

**6. Final Report:** The applicant shall complete a final report to be submitted prior to reimbursement. The applicant shall report the number of additional lightbulbs installed in the building, and before/after pictures of the project activities.

**5. Release of Funds:** Upon completion of the entire project, you will need to submit final report documents and copies of all invoices related to the lighting improvements for reimbursement. The invoices/receipts shall clearly explain the related work (e.g.: \$ for installation of \_\_\_\_\_). Requests should be submitted to the Ashland Main Street Program at [ashlandwimainst@gmail.com](mailto:ashlandwimainst@gmail.com).

**6. Advertisement & Promotions:** The applicant hereby grants to the Ashland Main Street Program and City of Ashland unrestricted rights to use the above-mentioned project in any promotions or advertisements of the community. If you have any questions or require additional information, please do not hesitate to call or e-mail me (contact information below).

**7. Advisory Role:** The applicant accepts the services of the Ashland Main Street Program and the City of Ashland to act as an advisor in connection with the repair, remodeling or rehabilitation services on the property. the Ashland Main Street Program and the City of Ashland will not charge for their technical service.

**8. Hold Harmless and Indemnification:** By accepting this agreement and the services of the Ashland Main Street Program and the City of Ashland to act as an advisor in connection with the repair, remodeling or rehabilitation services of this project, the applicant further agrees to hold harmless, indemnify, and defend the Ashland Main Street Program, the City of Ashland, and their officials, employees, members, officers, and directors, from any loss, damage, cause of action or any claim of any kind in any way related to the Grant, the Grant application, the approved work, or other services provided.

Thank you for your commitment to improving your building and your contributions to Ashland's downtown. We would like to wish you the utmost success with your project, and look forward to working with you!

Sincerely,

*Jaclynn Findlay*

Jaclynn Findlay

City of Ashland, WI (601 Main St W, Ashland, WI 54806)  
Main Street Manager  
715-685-1611  
[jfindlay@coawi.org](mailto:jfindlay@coawi.org)

I have read and understand the conditions of this agreement. By signing this document, I hereby accept and agree to the terms and conditions stated above.

Applicant:

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Property Owner (if different):

---

Printed Name
Signature
Date

**SUBJECT:** Approve a Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing through the State of Wisconsin Environmental Improvement Fund for Bipartisan Infrastructure Law (Bill) SFY2024 Lead Service Lateral Funding for the MacArthur Avenue Reconstruction Project (*Public Works*) Roll

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Public Works

**CLEARANCES:** City Administrator  
Public Works Director

**EXHIBITS:** 1. Proposed Resolution 17722

**EXPENDITURES REQUIRED:** N/A

**AMOUNT BUDGETED:** N/A

**APPROPRIATION  
REQUIRED:** N/A

**TREASURER'S  
CERTIFICATE:** NA

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

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

**SUMMARY STATEMENT:**

At the March 14, 2023 meeting, the Council approved a professional services agreement with Short, Elliot, Hendrickson (SEH) for grant administration services related to the MacArthur Avenue Reconstruction Project. SEH is assisting the City with pursuit of funding for the watermain replacement portion of the project through the Wisconsin Department of Natural Resources' (WI DNR) Safe Drinking Water Loan Program (SDWLP).

The MacArthur Avenue Reconstruction Project includes replacement of five blocks of pre-1900 water main and replacement of roughly 25 private lead service laterals (LSLs).

At the March 14, 2023 meeting, the Council approved Resolution # 17712 to insure that it will be possible to reimburse municipal funds from the future SDWLP funding to support municipal investments required for the 2023 MacArthur Avenue Reconstruction Project. At the time, both SEH and City staff's understanding was that Resolution #17712 would cover funding for both watermain and water service line facilities, including private LSLs.

However, WI DNR staff has since clarified that a separate resolution is necessary for LSL replacement, which is addressed in the proposed Resolution #17722. WI DNR requirements for 2023 LSL replacement are in flux as WI DNR staff work to incorporate the previous LSL replacement program into the SDWLP following changes associated with the Bipartisan Infrastructure Law (BIL).

The Council is asked to adopt the attached Resolution #17722 to ensure that it will be possible to reimburse municipal funds from the future SDWLP to support municipal investments required for private LSL replacement associated with the 2023 MacArthur Avenue Reconstruction Project. Adoption of the resolution is recommended by SEH to ensure a portion of costs, estimated to be between 40-50%, are eligible for reimbursement through the WI DNR SDWLP. The remaining portion of cost will be assessed to property owners benefiting from private LSL replacement.

The City is not guaranteed approval of SDWLP funds but has remained in contact with WI DNR staff about the application and need for the project. The SDWLP has recently received an increase in funding available as a result of the BIL.

## RESOLUTION No. 17722

### **RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF BORROWING THROUGH THE STATE OF WISCONSIN ENVIRONMENTAL IMPROVEMENT FUND FOR BIPARTISIAN INFRASTRUCTURE LAW (BIL) SFY2024 LEAD SERVICE LATERAL FUNDING FOR MACARTHUR AVENUE RECONSTRUCTION PROJECT**

**WHEREAS**, the City of Ashland, Wisconsin intends to file an application for state financial assistance for water main replacements/system improvements, including lead service line replacements, on MacArthur Avenue (6<sup>th</sup> St W to 11<sup>th</sup> St W) and 8<sup>th</sup> Avenue West (MacArthur Ave to Chapple Ave), WDNR Project Number 4759-28, (referred to as the “Project”), under the Wisconsin Environmental Improvement Fund; and

**WHEREAS**, the City of Ashland expects to finance the Project on a long-term basis by issuing tax-exempt bonds or promissory notes (the "Bonds"); and

**WHEREAS**, because the Bonds will not be issued prior to of June 2023, the City of Ashland City Council must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

**WHEREAS**, it is necessary, desirable, and in the best interests of the City of Ashland to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

**BE IT THEREFORE RESOLVED** by the City of Ashland City Council that:

Section 1) Expenditure of Funds. The City of Ashland City Council shall make expenditures as needed as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

Section 2) Declaration of Official Intent. The City of Ashland City Council hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expended to exceed an estimated amount of \$100,000 for the water main replacements/system improvements, including lead service line replacements, on MacArthur Avenue and 8th Avenue West; and

Section 3) Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Section 4) Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Clerk’s office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts

[Type here]

including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5) Effective Date. This Resolution shall be effective upon its adoption and approval.

Passed and adopted this 13<sup>th</sup> day of June, 2023, City of Ashland, Ashland County, Wisconsin.

ATTEST:

---

Aldersperson

---

Denise Oliphant, City Clerk

---

Matthew MacKenzie Mayor

APPROVED AS TO FORM:

---

Tyler W. Wickman, City Attorney

**SUBJECT:** Approve a Three Design Engineering Services Contract between the Wisconsin Department of Transportation, the City of Ashland, and Cedar Corporation for Design Engineering Services on the Cary Street Mill & Overlay Project (*Public Works*) Roll

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Public Works

**CLEARANCES:** Public Works Director

**EXHIBITS:** 1. Three Party Design Engineering Services Contract between WI DOT, City of Ashland and Cedar Corporation

**EXPENDITURES REQUIRED:** To Be Provided at the Meeting

**AMOUNT BUDGETED:** \$ 40,000.00 - WI DOT Surface Transportation Program  
\$ 10,000.00 - Fund 470 Street Improvements  
\$ 50,000.00 Total Funding

**APPROPRIATION  
REQUIRED:** N/A

**TREASURER'S  
CERTIFICATE:** The Treasurer's Office has certified on June 6th, 2023, that Cedar Corporation is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

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

**SUMMARY STATEMENT:**

At the January 10, 2023 meeting, the City Council approved four different State Municipal Agreements (SMAs) with the Wisconsin Department of Transportation (WI DOT) for resurfacing of City streets under the WI DOT Surface Transportation (STP). These projects are listed below with a brief status update on scheduled construction:

- Cary Street- scheduled for 2024 construction
- Industrial Park Road- scheduled for 2024 construction, pending wetland review
- Beaser Ave- scheduled for 2027 construction due to required curb ramp replacement and historical building in project area

- 3rd St W- scheduled for 2027 construction due to required curb ramp replacement and associated need for real estate acquisition

In January 2023, City staff completed a solicitation for engineering services in accordance with quality-based selection guidelines established by the WI DOT. Staff including the Public Works Director, Administrative Manager, and Streets foreman evaluated the qualifications of responding firms, with Cedar Corporation ranking as the most qualified firm. The agreement for professional services was developed by Cedar and WI DOT staff for roadway, storm, and sidewalk design in accordance with WI DOT requirements. No utility replacement is anticipated since the projects are resurfacing only.

WI DOT staff has requested the approval of a 3 party contract between the City, Cedar Corporation and the WI DOT as soon as possible to allow the Cary Street project to remain on schedule for construction in 2024. While costs are anticipated to be within budgeted amounts, City staff and WI DOT were still negotiating the cost of this agreement the week of June 5th so details, including the specific cost, of the proposed agreement will be provided at the meeting.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT  
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION,

CITY OF ASHLAND DEPARTMENT (MUNICIPALITY)

AND CEDAR CORPORATION (CONSULTANT) FOR

*Project ID 8995-00-21  
C ASHLAND, CARY STREET  
16<sup>TH</sup> AVE E TO 19<sup>TH</sup> AVE E  
LOCAL STREET, ASHLAND COUNTY*

This CONTRACT made and entered into by and between the DEPARTMENT, MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY in their request for proposals for engineering design services for the pavement resurfacing of Cary Street and will be to mill 2 inches and overlay with 2.25 inches, and spot repair curb and gutter within the City of Ashland. This Qualification Based Selection was made based on the CONSULTANT'S Notice of Interest response January 10<sup>th</sup>, 2023.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: Paula Groom, P.E.; WisDOT, NW Region-Local Program Project Manager; 718 W Clairemont Ave., Eau Claire, WI 54701; [Paula.Groom@dot.wi.gov](mailto:Paula.Groom@dot.wi.gov); (715) 579-6776.

The MUNICIPALITY REPRESENTATIVE is: John Butler, P.E., City of Ashland, Public Works Director; 2020 6<sup>th</sup> St E, Ashland, WI 54806; [jbutler@coawi.org](mailto:jbutler@coawi.org); (715) 682-7061.

The CONSULTANT REPRESENTATIVE is: Troy L. Petersen, P.E., Director of Transportation/Structural; 604 Wilson Ave., Menomonie, WI 54751; [troy.peterson@cedarcorp.com](mailto:troy.peterson@cedarcorp.com); (715) 235-9081.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Northwest Region office located in Eau Claire, WI and will be completed by June 30, 2024. Deliver PROJECT DOCUMENTS to (718 W Clairemont Avenue, Eau Claire, Wisconsin, 54701-5108), unless other directions are given by the DEPARTMENT.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT will be from the:

☒ DEPARTMENT ☐ MUNICIPALITY

For design engineering services for the County K Pavement Replacement, actual costs to the CONSULTANT up to \$40,737.01, plus a fixed fee of \$2,537.10 not to exceed \$43,274.11.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$43,274.11.

Date: March 25, 2020

Page 1 of 2

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT  
SIGNATURE PAGES

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

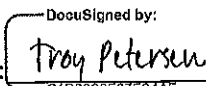
This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three-Party Design Engineering Services Contract, dated July 1, 2015 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of 5 pages.

Nothing in this CONTRACT accords any third part beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

By:  \_\_\_\_\_  
DocuSigned by:  
C1B3899F87F84AE...

Title: Director Transportation/Structural

Date: 13 June 2023

For the DEPARTMENT

By: \_\_\_\_\_

Contract Manager, WisDOT

Date: \_\_\_\_\_

For the MUNICIPALITY

By: \_\_\_\_\_

Title: Director of Public works

Date: \_\_\_\_\_

## **THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS**

Revised 05/26/16

The following are recommended special provisions for the design contract to be inserted behind the standard provisions.

### **VI. SPECIAL PROVISIONS**

Section(s) II.C.3.a and Section III.A.1 of the THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT STANDARD PROVISIONS dated July 1, 2015 (are) amended to substitute the DEPARTMENT for the MUNICIPALITY.

#### **SCOPE OF SERVICES**

##### **A. DESIGN REPORTS**

(1) Other Reports:

Prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

- Modernization and Rehabilitation Design Study Report
- TMP Type 2

##### **B. ENVIRONMENTAL DOCUMENTATION**

Execute a disclosure statement as required by 40 CFR 1506.5(c).

Prepare an CEC Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the MUNICIPALITY for approval.

Prepare an environmental document that evaluates reasonable alternatives to the PROJECT and consider other reasonable actions or activities that may achieve the same or similar goals of the proposed highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. Evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state, and national environmental goals. Prepare environmental documents that are concise and emphasize significant environmental issues and plausible alternatives. Comply with requirements specified in the MANUAL and TRANS 400, Wisconsin Administrative Code. In the event of a conflict between the MANUAL and TRANS 400, Wisconsin Administrative Code, the administrative rule supersedes.

(1) Historical and Archaeological Surveys and Studies:

- (a) Screening will be submitted by the DEPARTMENT for project ID 8995-00-21 as soon as the disturbed land impacts to the project are known. The CONSULTANT will prepare the DT1030 (Cultural Resources Screening

Submittal) and forward to the Regional Environmental Coordinator for review and submittal to the DEPARTMENT'S Cultural Resources Team.

- (2) Hazardous Materials/Contamination Assessments
  - (a) Conduct a Phase I Hazardous Materials Site Assessment Checklist investigation for the PROJECT in accordance with the MANUAL.
  - (d) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/ Contamination Assessments services performed by the CONSULTANT under this CONTRACT. Dispose of investigative waste in accordance with the MANUAL.

### **C. AGENCY COORDINATION**

- (1) Section 401 and 402 Certifications:

Evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary application.

- (2) U.S. Fish & Wildlife Service (USFWS) Permits:

Evaluate the effects of the PROJECT in accordance with 50 CFR Part 13 and the Manual. Provide information to the DEPARTMENT for coordination.

One (1) Northern long-eared bat site survey shall be performed by the CONSULTANT, with appropriate documentation to be completed and submitted to USFWS and DNR

- (3) Tribal Affairs:

Provide tribal E-Mail and supporting documents to the DEPARTMENT for tribal coordination to be submitted by the DEPARTMENT to the tribes. Tribes that do not have E-Mail will receive a hard copy of the letter and location map from the CONSULTANT.

### **D. RAILROAD/ UTILITY INVOLVEMENTS**

- (1) There are no railroad facilities within a 1000 ft in any direction
- (2) Utility Coordination

Perform all utility coordination in accordance with:

- a) The MANUAL
- b) Non-TRANS 220
- c) The WisDOT "Guide to Utility Coordination"
- d) The "Utility Coordination Task List"

- (3) The MUNICIPALITY will provide the CONSULTANT with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete, but is furnished to assist the CONSULTANT. Verify and update the list.
- (4) Confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities, and shall keep the MUNICIPALITY informed of all such coordination activities. Provide the MUNICIPALITY with plans and information that will allow it to meet its planned utility coordination schedule.

(5) Utility Negotiations/Agreements

The CONSULTANT shall prepare all necessary conveyance documents for the MUNICIPALITY. The MUNICIPALITY will enter into negotiations with the affected utility companies and will prepare all other documents.

Prepare statements, exhibits, and documentation for and present testimony at proceedings before the Public Service Commission or such other forum as may be designated by the MUNICIPALITY.

## **E. PUBLIC INVOLVEMENT**

- (1) Public Involvement Meetings:
  - (a) Conduct or assist the MUNICIPALITY in holding 1 public involvement meeting(s) and explain to the public concepts and probable impacts of this PROJECT.
  - (b) Prepare all exhibits and supplementary handout material and provide the equipment necessary to conduct the public involvement meeting(s).
  - (c) Prepare a summary report after the public involvement meeting(s).
  - (d) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meeting(s).
  - (e) Make all the necessary arrangements for scheduling the public involvement meeting(s) and provide notices and press releases for the MUNICIPALITY'S use.
  - (f) Provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
  - (g) Coordinate meeting schedules with the MUNICIPALITY'S representative.

## **F. MEETINGS**

- (1) Attend or hold an in person Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- (2) Attend the pre-construction conference by calling in as scheduled by the DEPARTMENT

## **G. SURVEYS**

- (1) Conduct surveys that provide information necessary for the preparation of plans (Plat not anticipated at this time). Surveys will consist of the following:
  - (a) Urban Topographic Survey: The topo will pick up all utilities, driveways, intersections, curb and gutter, sidewalk, property irons, and ground shots, generally 33 feet wide perpendicular from the centerline of Cary Street in each direction.

## **H. ROAD PLANS**

Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:

Project Overview - Single Sheet Schematic Drawing  
Construction Details  
Erosion Control  
Alignment Data  
Miscellaneous Quantities  
Plan on Plan Sheets

## **I. TRAFFIC**

- (1) Submit simplified traffic forecast to the MUNICIPALITY for approval

## **J. SERVICES PROVIDED BY THE DEPARTMENT/MUNICIPALITY**

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

- (1) Traffic Data
- (2) Existing as-built plans, if available.

The DEPARTMENT will provide to the CONSULTANT the following for the PROJECT:

- (1) Project Application
- (2) State Municipal Agreement
- (3) FIIPS Summary and FIIPS Category Funding

## PROSECUTION AND PROGRESS

- (1) The MUNICIPALITY shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with DEPARTMENT'S internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current DEPARTMENT standards (Microsoft Project), or on paper.
- (3) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by July 1, 2023

| Report Title                 | Date             |
|------------------------------|------------------|
| Approved Contract            | July 2023        |
| Topo Survey                  | July 2023        |
| Initial Project Review (OPM) | August 2023      |
| 30% Road Plan                | August 2023      |
| PIM                          | September 2023   |
| Environmental Document       | September 2023   |
| 60% Road Plan                | October 2023     |
| Design Study Report          | October 2023     |
| 90% Road Plans               | December 1, 2023 |
| Final P.S. & E.              | February 1, 2024 |
| LET                          | May 14, 2024     |



**SUBJECT:** Approve a Three Design Engineering Services Contract between the Wisconsin Department of Transportation, the City of Ashland, and Cedar Corporation for Design Engineering Services on the Industrial Park Road Mill & Overlay Project (*Public Works*) Roll

**RECOMMENDATION:** Approval

---

**DEPARTMENT OF ORIGIN:** Public Works

**CLEARANCES:** Public Works Director

**EXHIBITS:** 1. Three Party Design Engineering Services Contract between WI DOT, City of Ashland and Cedar Corporation

**EXPENDITURES REQUIRED:** To Be Provided at the Meeting

**AMOUNT BUDGETED:** \$ 74,724.56 - WI DOT Surface Transportation Program  
\$ 18,681.14 - Fund 470 Street Improvements  
\$ 93,405.70 Total Funding

**APPROPRIATION REQUIRED:** N/A

**TREASURER'S CERTIFICATE:** The Treasurer's Office has certified on June 6th, 2023, that Cedar Corporation is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

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

**SUMMARY STATEMENT:**

At the January 10, 2023 meeting, the City Council approved four different State Municipal Agreements (SMAs) with the Wisconsin Department of Transportation (WI DOT) for resurfacing of City streets under the WI DOT Surface Transportation (STP). These projects are listed below with a brief status update on scheduled construction:

- Cary Street- scheduled for 2024 construction
- Industrial Park Road- scheduled for 2024 construction, pending wetland review
- Beaser Ave- scheduled for 2027 construction due to required curb ramp replacement and historical building in project area

- 3rd St W- scheduled for 2027 construction due to required curb ramp replacement and associated need for real estate acquisition

In January 2023, City staff completed a solicitation for engineering services in accordance with quality-based selection guidelines established by the WI DOT. Staff including the Public Works Director, Administrative Manager, and Streets foreman evaluated the qualifications of responding firms, with Cedar Corporation ranking as the most qualified firm. The agreement for professional services was developed by Cedar and WI DOT staff for roadway, storm, and sidewalk design in accordance with WI DOT requirements. No utility replacement is anticipated since the projects are resurfacing only.

WI DOT staff has requested the approval of a 3 party contract between the City, Cedar Corporation and the WI DOT as soon as possible to allow the Industrial Park Rd project to remain on schedule for construction in 2024, pending the results of a wetland evaluation. While costs are anticipated to be within budgeted amounts, City staff and WI DOT were still negotiating the cost of this agreement the week of June 5th so details, including the specific cost, of the proposed agreement will be provided at the meeting.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT  
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION,  
CITY OF ASHLAND DEPARTMENT (MUNICIPALITY)  
AND CEDAR CORPORATION (CONSULTANT) FOR

*Project ID 8995-00-23  
C ASHLAND, INDUSTRIAL PARK ROAD  
TOLL ROAD TO USH 2  
LOCAL STREET, ASHLAND COUNTY*

This CONTRACT made and entered into by and between the DEPARTMENT, MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY in their request for proposals for engineering design services for the pavement resurfacing of Industrial Park Road and will consist of a full depth pulverize and relay with 5 inches of asphaltic surface, entirely staying within the existing shoulder points of the road. This Qualification Based Selection was made based on the CONSULTANT'S Notice of Interest response January 10<sup>th</sup>, 2023.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: Paula Groom, P.E.; WisDOT, NW Region-Local Program Project Manager; 718 W Clairemont Ave., Eau Claire, WI 54701; [Paula.Groom@dot.wi.gov](mailto:Paula.Groom@dot.wi.gov); (715) 579-6776.

The MUNICIPALITY REPRESENTATIVE is: John Butler, P.E., City of Ashland, Public Works Director; 2020 6<sup>th</sup> St E, Ashland, WI 54806; [jbutler@coawi.org](mailto:jbutler@coawi.org); (715) 682-7061.

The CONSULTANT REPRESENTATIVE is: Troy L. Petersen, P.E., Director of Transportation/Structural; 604 Wilson Ave., Menomonie, WI 54751; [troy.peterson@cedarcorp.com](mailto:troy.peterson@cedarcorp.com); (715) 235-9081.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Northwest Region office located in Eau Claire, WI and will be completed by June 30, 2025. Deliver PROJECT DOCUMENTS to (718 W Clairemont Avenue, Eau Claire, Wisconsin, 54701-5108), unless other directions are given by the DEPARTMENT.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT will be from the:

☒ DEPARTMENT ☐ MUNICIPALITY

For design engineering services for the Industrial Park Road pavement resurfacing, actual costs to the CONSULTANT up to \$43,993.06, plus a fixed fee of \$2,745.14 not to exceed \$46,738.20.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$46,738.20.

Date: March 25, 2020

Page 1 of 2

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT  
SIGNATURE PAGES

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

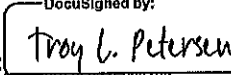
This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three-Party Design Engineering Services Contract, dated July 1, 2015 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of 5 pages.

Nothing in this CONTRACT accords any third part beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

By:   
DocuSigned by:  
2C505807E223408...

Title: Senior Engineer

Date: 13 June 2023

For the DEPARTMENT

By: \_\_\_\_\_

Contract Manager, WisDOT

Date: \_\_\_\_\_

For the MUNICIPALITY

By: \_\_\_\_\_

Title: Director of Public Works

Date: \_\_\_\_\_

## **THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS**

Revised 05/26/16

The following are recommended special provisions for the design contract to be inserted behind the standard provisions.

### **VI. SPECIAL PROVISIONS**

Section(s) II.C.3.a and Section III.A.1 of the THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT STANDARD PROVISIONS dated July 1, 2015 (are) amended to substitute the DEPARTMENT for the MUNICIPALITY.

#### **SCOPE OF SERVICES**

##### **A. DESIGN REPORTS**

(1) Other Reports:

Prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

- Modernization and Rehabilitation Design Study Report
- TMP Type 2

##### **B. ENVIRONMENTAL DOCUMENTATION**

Execute a disclosure statement as required by 40 CFR 1506.5(c).

Prepare an CEC Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the MUNICIPALITY for approval.

Prepare an environmental document that evaluates reasonable alternatives to the PROJECT and consider other reasonable actions or activities that may achieve the same or similar goals of the proposed highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. Evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state, and national environmental goals. Prepare environmental documents that are concise and emphasize significant environmental issues and plausible alternatives. Comply with requirements specified in the MANUAL and TRANS 400, Wisconsin Administrative Code. In the event of a conflict between the MANUAL and TRANS 400, Wisconsin Administrative Code, the administrative rule supersedes.

(1) Historical and Archaeological Surveys and Studies:

- (a) Screening will be submitted by the DEPARTMENT for project ID 8995-00-23 as soon as the disturbed land impacts to the project are known. The CONSULTANT will prepare the DT1030 (Cultural Resources Screening

Submittal) and forward to the Regional Environmental Coordinator for review and submittal to the DEPARTMENT'S Cultural Resources Team.

- (2) Hazardous Materials/Contamination Assessments
  - (a) Conduct a Phase I Hazardous Materials Site Assessment Checklist investigation for the PROJECT in accordance with the MANUAL.
  - (d) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/ Contamination Assessments services performed by the CONSULTANT under this CONTRACT. Dispose of investigative waste in accordance with the MANUAL.

### **C. AGENCY COORDINATION**

- (1) Section 401 and 402 Certifications:

Evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary application.

- (2) U.S. Fish & Wildlife Service (USFWS) Permits:

Evaluate the effects of the PROJECT in accordance with 50 CFR Part 13 and the Manual. Provide information to the DEPARTMENT for coordination.

One (1) Northern long-eared bat site survey shall be performed by the CONSULTANT, with appropriate documentation to be completed and submitted to USFWS and DNR

- (3) Section 404 Permits:

Evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary permit application.

- (4) Tribal Affairs:

Provide tribal E-Mail and supporting documents to the DEPARTMENT for tribal coordination to be submitted by the DEPARTMENT to the tribes. Tribes that do not have E-Mail will receive a hard copy of the letter and location map from the CONSULTANT.

### **D. RAILROAD/ UTILITY INVOLVEMENTS**

- (1) There are no railroad facilities within a 1000 ft in any direction.

(2) Utility Coordination

Perform all utility coordination in accordance with:

- a) The MANUAL
- b) Non-TRANS 220
- c) The WisDOT "Guide to Utility Coordination"
- d) The "Utility Coordination Task List"

(3) The MUNICIPALITY will provide the CONSULTANT with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete, but is furnished to assist the CONSULTANT. Verify and update the list.

(4) Confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities, and shall keep the MUNICIPALITY informed of all such coordination activities. Provide the MUNICIPALITY with plans and information that will allow it to meet its planned utility coordination schedule.

(5) Utility Negotiations/Agreements

The CONSULTANT shall prepare all necessary conveyance documents for the MUNICIPALITY. The MUNICIPALITY will enter into negotiations with the affected utility companies and will prepare all other documents.

Prepare statements, exhibits, and documentation for and present testimony at proceedings before the Public Service Commission or such other forum as may be designated by the MUNICIPALITY.

## **E. PUBLIC INVOLVEMENT**

(1) Public Involvement Meetings:

- (a) Conduct or assist the MUNICIPALITY in holding 1 public involvement meeting(s) and explain to the public concepts and probable impacts of this PROJECT.
- (b) Prepare all exhibits and supplementary handout material and provide the equipment necessary to conduct the public involvement meeting(s).
- (c) Prepare a summary report after the public involvement meeting(s).
- (d) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meeting(s).
- (e) Make all the necessary arrangements for scheduling the public involvement meeting(s) and provide notices and press releases for the MUNICIPALITY'S use.

- (f) Provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
- (g) Coordinate meeting schedules with the MUNICIPALITY'S representative.

#### **F. MEETINGS**

- (1) Attend or hold an in person Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- (2) Attend the pre-construction conference by calling in as scheduled by the DEPARTMENT

#### **G. SURVEYS**

- (1) Conduct surveys that provide information necessary for the preparation of plans (Plat not anticipated at this time). Surveys will consist of the following:
  - (a) Rural Topographic Survey: The topo will pick up all utilities, driveways, intersections, curb and gutter, sidewalk, property irons, and ground shots, generally 33 feet wide perpendicular from the centerline of Industrial Park Road in each direction.

#### **H. ROAD PLANS**

Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:

Project Overview - Single Sheet Schematic Drawing  
Construction Details  
Erosion Control  
Alignment Data  
Miscellaneous Quantities  
Plan on Plan Sheets

#### **I. TRAFFIC**

- (1) Submit simplified traffic forecast to the MUNICIPALITY for approval

#### **J. SERVICES PROVIDED BY THE DEPARTMENT/MUNICIPALITY**

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

- (1) Traffic Data
- (2) Existing as-built plans, if available.

The DEPARTMENT will provide to the CONSULTANT the following for the PROJECT:

- (1) Project Application
- (2) State Municipal Agreement
- (3) FIIPS Summary and FIIPS Category Funding

### ***PROSECUTION AND PROGRESS***

- (1) The MUNICIPALITY shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with DEPARTMENT'S internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current DEPARTMENT standards (Microsoft Project), or on paper.
- (3) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by July 1, 2023

| <b>Report Title</b>          | <b>Date</b>      |
|------------------------------|------------------|
| Approved Contract            | July 2023        |
| Topo Survey                  | July 2023        |
| Initial Project Review (OPM) | August 2023      |
| 30% Road Plan                | August 2023      |
| PIM                          | September 2023   |
| Environmental Document       | September 2023   |
| 60% Road Plan                | October 2023     |
| Design Study Report          | October 2023     |
| 90% Road Plans               | December 1, 2023 |
| Final P.S. & E.              | February 1, 2024 |
| LET                          | May 14, 2024     |

