



Take notice that a meeting of the Ashland City Council will be held on Tuesday, September 12, 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, September 12, 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

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

- A. **Announcements**
- B. **Appointments**

6. CONSENT AGENDA

- A. **Miscellaneous Minutes**

7. OLD BUSINESS

- A. **Consideration of an Ordinance to Amend Chapter 504 Vehicular Traffic Regulation, Ashland City Ordinances (Public Works) Roll**

8. NEW BUSINESS

- A. **Approve the Wisconsin Main Street Communities Agreement between the Wisconsin Economic Development Corporation and Ashland Main Street (Main Street) Roll**
- B. **Approve Amendment No. 2 to Agreement for Professional Engineering Services between the City of Ashland and Greeley and Hansen, LLC for the New Lake Superior Water Intake Project (Public Works) Roll**



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

- A. **Pursuant to WI Stat. 19.85(1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body of strategy to be adopted with the respect to current or likely litigation." (Jablonski notice of claim dated on page 1 of August 27, 2023)**
- B. **Return to Open Session**
- C. **Report of Action Taken during Closed Session**

10. 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

SUBJECT: Appointments

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES:

EXHIBITS: 1. K Westlund - Volunteer Form (redacted)

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:** NA

COMPLIANCE WITH ORD. 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The Mayor is requesting approval of the below appointments:

Sustainability Committee

Kelly Westlund, appointment, term to expire September 12, 2025

Public Works Committee

Phil Sorensen, reappointment, term to expire September 30, 2028



THE CITY OF
ASHLAND
WISCONSIN

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

OFFER TO VOLUNTEER FORM

CONTACT INFORMATION: Kelly Westlund

ADDRESS: 501 11th Ave E

PHONE #: [REDACTED]

EMAIL: [REDACTED]

DATE SUBMITTED: 5/9/23

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

Housing; Sustainability

Brief statement of education, training and experience:

BS - Northland College, 7 yrs as Regional Rep for U.S. Senator,
former Ashland City Council Member, UNEX Housing

Biography:

Educator in Bayfield County

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.

Ashland resident of 20+ years, former elected
official, adjunct professor of Sustainable
Community Development. Key volunteer at the
Bay City Cultural Center (Bohemian Hall). History
of work on Energy Independence, local/state/fed policy

References (please include phone #)

Sara Hudson - [REDACTED]

Charley Ortman - [REDACTED]

Disabled Parking Enforcement Assistance Council Meeting Minutes

August 10, 2022

1. Call to Order – Roll Call

a. The meeting was called to order by Mary Jane Grande at 10:00 AM

PRESENT: Mary Jane Grande, Carol Ante, Donna Griffiths, Cheryl Wiezorek, Brian Munson

ABSENT: None

ALSO PRESENT: Deputy Clerk: Chelsea List, Mayor: Matt MacKenzie, Concerned Citizens: Diane Morrison, Caroline Kluge, Darlene Grande, Margret LaPean, and Kathleen Beesly

2. Old Business

a. Approval of August 10, 2022 Meeting Agenda

- i. Grande asked to amend the agenda to include a citizen introduction and participation period after item 2. Approval of the amended agenda was made by Ante and seconded by Munson, Motion Carried 5-0.

b. Approval of December 14, 2021 Meeting Minutes

- i. Motion by Ante, Second by Munson, Motion Carried 5-0

3. Citizen Introduction and Participation Period

a. Citizens introduced themselves and stated that they were representing the Pinewood Apartments on Beaser Ave.

- i. Diane Morrison spoke about the groups ideas for updates in the emergency parking area and asked for DPEAC support in contacting their new property owners for additional signage.
- ii. Kathleen Beesly spoke about location of old parking spaces.

4. Approval of 2022 Renewal Applications

a. Motion by Griffiths to approve all renewal applications, second by Wiezorek, motion carried 5-0.

5. New Business

a. Review Applicants for New Disabled Parking Spots

i. John and Marilee Radloff

- 1. Motion by Griffiths to approve new disabled parking space at 401 Beaser Ave, second by Ante, motion carried 5-0.

ii. Terry Lee

- 1. Motion by Wiezorek to approve new disabled parking space at 307 7th Ave E, second by Griffiths, motion carried 5-0.

- b. Discussion on how to address vehicles parked in disabled parking spots without placards.
 - i. DPEAC Members stated that they have seen less violations in the past year. Ante will be bringing a possible case of misused handicapped parking placard to the Ashland Police Department. DPEAC members requested more information to be presented at the next meeting, how fines and violations could be enforced.
- 6. Election of Members
 - a. Grande motioned to keep all current members in their same positions, motion was seconded by Ante, motion carried 5-0.
- 7. Items for next meeting
 - a. Disabled parking spot at the County Courthouse, possible letter of encouragement to change spot location or add a doorbell to side door by current spot.
 - b. Letter of encouragement to Pinewoods Apartment owners for additional signage at the property
 - c. Update on the curb cut signage on Beaser for a drop off and pick up only space.
 - d. Any new disable parking space applications
- 8. Next Meeting date and Location
 - a. December 6, 2022 at 10am in the Ashland City Council Chambers
- 9. Adjournment
 - a. Motion by Ante, Second by Wiezorek to adjourn. Motion carried 5-0.

Minutes Respectfully Submitted,

Chelsea List, Deputy Clerk

AIRPORT COMMISSION MEETING MINUTES: **Thursday, April 27, 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, Carol Ortman, Richard Huber, Blake Ellefson (4:35)

ABSENT: Dick Pufall

ALSO PRESENT: Bill Moore, Harley Hagstrom

2. Approval of Minutes

a. Thursday March 23, 2023

Carol Ortman asked that the roll call be amended to reflect that she was not absent at the March 23rd Airport Commission meeting. Ortman was under the impression that her term did not begin until the April 27, 2023 meeting.

Richard Huber moved, seconded by John Coffey to approve the March 23, 2023 minutes with amendment to remove Carol Ortman from roll call. The motion carried unanimously by voice vote.

3. Citizen Participation Period

Harley Hagstrom addressed the commission regarding possible improvements along the outside fence line. Hagstrom stated issues regarding the fence line and access to his property that is attached to the Airport.

Moore stated that the Airport and Airport Commission fulfilled their contract agreements with upkeep on the fence line and there are no further improvements that the Airport can make that will benefit their property. Moore informed those present about NextGen brush clearing happening in Winter 2023-24 which may help with some of the presented fence line upkeep concerns.

4. Commission Items

a. Welcome New Airport Commission Member - Carol Ortman

Ortman provided a short summary about her previous airport and FAA experience and other professional endeavors.

b. Loftness Snow Blower Repairs

Moore stated that snow blower equipment was disassembled and brought to Bretting Manufacturing to have holes realigned and trued-up. Moore wanted to start repairs earlier in the year to ensure all equipment was repaired properly and ready by next winter.

c. Flag Pole

Due to heavy snow and ice this winter, Moore found the airport flag pole had snapped 3 feet above the ground. City Grounds foreman, Dan Homola, contacted the manufacturer and insurance company regarding the breakage on the pole. The 7in pole is valued at around \$12,500 and the airport will claim this break on insurance and pay the deductible of \$2,000 for new 8in flag pole. The new flag pole is estimated to be delivered in 6 weeks.

d. Auto Cross Meet at JFK (Saturday June 10, 2023)

Auto Cross organizers have gone through all the permits with the Bureau of Aeronautics and the Auto Cross organization provided a \$100 donation to the airport for facility access. John Sill will be the city staff representative during this event to make sure all safety precautions are followed.

e. Runway Light Repairs

Moore informed the commissioners that the winter weather was harsh on the runway lights this year. Moore has hired Phil Wesner to assist with repairs to the runway lights since he is on the City of Ashland payroll and is already familiar with airport safety protocols.

5. Airport Manager's Report

Moore informed the commission that he turned off the heat in the SRE building and would like to inspect and clean the boiler to make sure everything is up to date and safe. Additionally, there is still one missing pin from Snow Removal Equipment, Moore is going to continue searching for this missing piece.

6. Approval of Bills

Monthly bills totaled \$23,021.81. \$21,000 of these bills were fuel. Moore informed the commission that the \$19,000 bill for low led fuel will be turned in for reimbursement by remaining COVID funding. Moore will begin using the remaining COVID funding to purchase fuel before this funding timeline runs out.

Blake Ellefson moved, seconded by John Coffey to approve the bills as presented. The motion passed unanimously by voice vote.

7. Set Next Meeting Date

The next Airport Commission meeting will be held on June 22, 2023 at 4:30pm, at JFK Airport.

8. Adjournment

Carol Ortman moved, seconded by Richard Huber to adjourn. The motion carried unanimously by voice vote.

HARBOR COMMISSION MEETING MINUTES: Wednesday, May 24, 2023

1. Call to Order - Roll Call

The Wednesday, May 24, 2023 Harbor Commission meeting was called to order by Chair Dick Pufall at 5:30 p.m.

PRESENT: Peter Herlevi, Thomas Yankee, Gary Leino, Dick Pufall, Randy Harvey (5:45pm)

ABSENT: Alan Smiles (Excused), Shawn Brede

ALSO PRESENT: Scott Stegmann, Marina Manger

2. Public Comment

There were no Citizens present wishing to address the Harbor Commission

3. Approval of May 24, 2023 Meeting Agenda

Peter Herlevi moved, seconded by Gary Leino to approve the agenda as presented. The motion carried unanimously by voice vote.

4. Approval of March 8, 2023 Meeting Minutes

Peter Herlevi moved, seconded by Thomas Yankee to approve the March 8, 2023 meeting minutes. The motion carried unanimously by voice vote.

5. Unfinished Business

- a. Superfund Site
Nothing new to report.
- b. Boat Launch
In early June the City will be reapplying for funding through the State Waterways Commission. Marina Manager Stegmann has made contact with State Representatives, Chanz Green and Romaine Quinn regarding funding for a Superfund Boat Launch. With support from local representatives, Stegmann is hopeful to receive funding from the Joint Finance Committee soon.

6. New Business

- a. **Manager's Report**
Stegmann informed the Harbor Commission that he had spoken with Sharon Major, Apostle Island Cruise Services manager, about the possibility of cruise services coming to Ashland Marina. Stegmann asked the Aspostle Island Cruises owner and manager to discuss cruise plans with him prior to them presenting ideas to the Harbor Commission. The commission may need to schedule a special meeting to hear from Apostle Island Cruises about their summer boat plans. Stegmann informed the commissioners about the status of boats in the water, many of them still being on land due to inclement weather even late into May. Stegmann and Marina employees have all of the docks ready for the summer season with all

electrical and water hookups working. Lastly, Stegmann discussed the need to move boats out of the back Superfund site lot so that can be opened up for summer car parking.

b. Employee Wages

A wage increase of \$1 per hour for Ashland Marina part time staff was presented to the commissioners. For Seth Hoffman, the increase would be from \$18.50 per hour to \$19.50 per hour and for William Jones, the increase would be from \$12.50 per hour to \$13.50 per hour. Tom Yankee proposed an increase in Hoffman's wages from the proposed \$19.50 to \$21 per hour. Questions were raised about the skill set of the employees and the need to retain employees. Commissioners deferred to Stegmann for an opinion on increased wages. Stegmann suggested a raise to \$14.50 per hour for William Jones and \$20.50 for Seth Hoffman for the 2023 season. Gary Leino moved, seconded by Peter Herlevi, to approve an increase in wages for Marina employees to \$14.50 per hour for William Jones and \$20.50 per hour for Seth Hoffman. The motion passed unanimously by voice vote.

c. Marina Rules: Stored boats and overnight stays

Discussion was had about stored boats and people living on stored boats in both the summer and winter seasons. Commissioners want to implement a guideline for those staying on boats that are out of the water, suggesting that sometimes staying on a boat is necessary but these long-term stays are not good for business. Stegmann informed the commissioners that he would work on and present a written out set of rules taking into account discussion from commissioners for overnight stays on stored boats at the next meeting. No action was taken.

d. Electrical metering devices

Stegmann researched possible electrical metering devices for each dock. He estimates around \$225 per unit. Right now, the marina doesn't charge a separate fee for electrical usage. Stegmann informed the commissioners that electrical usage and rates have recently gone up, and the marina is now looking for a way to reduce electrical costs for the Ashland Marina. Discussion was had about possible ways to limit customer usage. Ultimately, the commissioners decided that they need a better idea about the increase in the number of boats and increase in rates before implementing a fee to marina customers for their electricity usage. No action was taken.

e. Boat storage lot: Event usage and fee's associated

Discussion was had about possible fees the marina could implement for usage at the Superfund Site. Commissioners proposed implementing a non-refundable deposit to use the space and having a sliding fee schedule based on the size of the proposed event. Stegmann informed the commission that his top priority in this space is boat storage and any potential events taking place would have to depend on the number of boats stored in this area. Stegmann stated that he would bring the City of Ashland Comprehensive Fee schedule to the next meeting so commissioners could assess fees for event usage in this space. No action was taken.

7. Items for Next Meeting

Continued discussion and possible presentation about Apostle Island Cruises doing business

in the Ashland Marina.

8. Adjournement

Gary Leino moved, seconded by Thomas Yankee to adjourn. The motion carried unanimously by voice vote.

Respectfully Submitted,

Chelsea List, Deputy Clerk

SUBJECT: Consideration of an Ordinance to Amend Chapter 504 Vehicular Traffic Regulation, Ashland City Ordinances (*Public Works*) Roll

RECOMMENDATION: Approve

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Unanimously approve by Committee of the Whole, August 29, 2023

EXHIBITS: 1. Proposed Ordinance 2023-1989

EXPENDITURES REQUIRED:

AMOUNT BUDGETED:

**APPROPRIATION
REQUIRED:**

**TREASURER'S
CERTIFICATE:**

COMPLIANCE WITH ORD. 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

The City maintains connecting highway authority along US Highway 2 from 15th Avenue East to 22nd Avenue West. The City is responsible for maintenance, with some cost sharing from the State of Wisconsin, for connecting highways, but also retains a significant level of authority over regulation of the connecting highway, including the regulation of vehicular traffic and speed limits.

The City Administrator and Public Works Director have been working with Cedar Corporation on the design of the Ore Dock Access Road Project for construction in 2024. Due to the complexity and magnitude of the scope, this project has already been funded as part of the City's 2023 Capital Improvement Plan.

The preliminary design proposes to reconnect Stuntz Avenue to US Highway 2 as shown in the attached plan sheet. Wisconsin Department of Transportation (WI DOT) standards for the regulation of vehicular traffic will require construction of dedicated left turn lanes, based in part on prior crash history. This will require moderate widening of the highway. Construction of a pedestrian refuge island with a rectangular rapid flashing beacon (RRFB) is also proposed, which will greatly improve intersection safety for pedestrians and meet WI DOT standards for pedestrian facilities.

Due to the projected increase in pedestrian traffic at this intersection to the Ore Dock Upland redevelopment area and a possible future Bay City Creek trail extension, Cedar Corporation and City staff are proposing to lower the speed limit to 25 miles per hour (mph). Currently, the posted speed limit is 35 mph from 32nd

Avenue East to Stuntz Avenue.

The proposed change would set the speed limit to 25 mph from 100 feet east of 11th Avenue East to Beaser Avenue. The reduction in speed would greatly improve pedestrian safety when crossing US Highway 2 and improve access to the city's waterfront, as identified in the Strategic Plan.

The design proposed by Cedar Corporation includes traffic calming measures such as speed feedback signs, advanced warning signs and raised traffic barriers associated with the left turn lanes.

City Ordinance Chapter 504 establishes speed limits within the City. Council discussion and possible action regarding modification of this ordinance is requested.

Sequential Ordinance No. 2023-1988
Chapter 504 (1037) Vehicular Traffic Regulation

**ORDINANCE TO AMEND CHAPTER 504 (1037) VEHICULAR TRAFFIC
REGULATION, ASHLAND CITY ORDINANCES,**

An ordinance adopted by the Common Council for the City of Ashland at a regular meeting of September 12, 2023, for the purpose of amending Chapter 504 (1037) Vehicular Traffic Regulation, Ashland City Ordinances.

Section I:

504.21 (a) *shall be repealed and replaced with the following:*

504.21 (a) On U.S. Highway 2 East:

- (1) The speed limit from a point 100 feet east of the intersection of 11th Avenue East and U.S. Highway 2 shall be 35 mph.
- (2) The speed limit on all other portions of U.S. Highway 2 between the East corporate limits and 32nd Avenue East of the City of Ashland shall be 45 miles per hour as set forth in Section 346.57, Wisconsin Statutes.
- (3) The speed limit from a point 100 feet east of the intersection of 11th Avenue East to Ellis Avenue (USH 13) shall be 25 mph.

Section II:

Effective Date of Ordinance: This ordinance shall take effect upon passage and publication.

PASSED: September 12, 2023
PUBLISHED: September 19, 2023

Councilperson

ATTEST:

Denise Oliphant, City Clerk

Matthew Mac Kenzie, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

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

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Ashland Main Street Program

CLEARANCES: Administrator

EXHIBITS: 1. Wisconsin Main Street Communities Agreement between the Wisconsin Economic Development Corporation and Ashland Main Street

EXPENDITURES REQUIRED: \$75,500

AMOUNT BUDGETED: \$36,830 - 2023 Main Street Manager salary and benefits - ARPA funding

APPROPRIATION REQUIRED: \$38,670 - 2024 Main Street Manager salary and benefits - General Fund

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on 9/06/23, that the Wisconsin Economic Development Corporation is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

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

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

SUMMARY STATEMENT:

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

Ashland's Main Street Program has implemented the following projects and initiatives to support the downtown in 2023:

- Administered the Downtown Building Improvement Grant Program to promote historic preservation/design and economic vitality
- Administered the Lighting Improvement Grant Program to improve the district's nighttime visibility
- Provided free workshops/training and technical support for Ashland business owners on a variety of topics including merchandising, retail store design, interior and exterior lighting, holiday sales, and more
- Solicited and installed 10 new bench murals

Additionally, the Main Street Program has hosted and/or partnered to host the following events in 2023:

- Outdoor vendor market, Winter Market on Vaughn in partnership with Book Across the Bay and the Vaughn Public Library
- Co-hosted three "Movies on Main" events in Pearson Plaza with the Vaughn Public Library
- Beer Gardens
- Historic Preservation month virtual series
- Weekly Ashland Area Farmer's Market May-October

WISCONSIN MAIN STREET COMMUNITIES AGREEMENT
BETWEEN
THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION
AND
ASHLAND MAIN STREET

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

WITNESSETH

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

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

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

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

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

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

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

(c) “Effective Date” means July 1, 2023.

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

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

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

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

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

(h) "Program Guidelines" means the WEDC approved rules and eligibility requirements for the Wisconsin Main Street Program in force as of the Effective Date.

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

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

2. Term. The term of this Agreement will be for a period of one year, beginning on July 1, 2023, and ending on June 30, 2024. The parties understand that WEDC's license agreement with NMSC is set to expire on December 31, 2023. In the event a new license agreement is not executed, WEDC will provide written notice to the Designated Local Entity and this Agreement will be immediately amended or terminated.

3. Designated Local Entity's Obligations. The Designated Local Entity will:

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

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

(c) Maintain an annual membership with NMSC.

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

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

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

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

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

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

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

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

4. WEDC's Obligations. WEDC will:

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

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

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

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

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

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

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

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

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

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

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

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

9. Additional Requirements.

(a) Project Records and Financial Records. The Designated Local Entity will prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Designated Local Entity's performance under this Agreement, whether created by the Designated Local Entity or by a third party conducting Project-related activities on behalf of the Designated Local Entity and the performance reports provided to WEDC. The Designated Local Entity shall provide such records to WEDC during the term of this Agreement as may be requested by WEDC. Such materials will be retained by the Designated Local Entity for a period of at least Three (3) years after June 30, 2024.

(b) Inspection.

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

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

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

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

and legal and trade names. The Designated Local Entity also authorizes WEDC to share information submitted to WEDC by the Designated Local Entity with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the Designated Local Entity's performance under their specific economic development program and the impact of WEDC economic development programs. Records exempted from the public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

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

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

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

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

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

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

12. Venue, Jurisdiction. Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs,

attorney's fees, and other amounts owed hereunder, will be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**

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

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

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

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

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

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

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

[Signature Page Follows]

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

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: _____
Melissa L. Hughes, _____
Secretary and CEO Date

ASHLAND MAIN STREET

By: _____
Sara Beadle, _____
Chair Date

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

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

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

Wisconsin Economic Development Corporation
Division of Credit & Risk
P.O. Box 1687
Madison, WI 53701
Attn: Wisconsin Main Street Communities
Contract # MAIN STREET
FY24-AL0596
Email: legal@wedc.org

SUBJECT: Approve Amendment No. 2 to Agreement for Professional Engineering Services between the City of Ashland and Greeley and Hansen, LLC for the New Lake Superior Water Intake Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Utility Manager

EXHIBITS: 1. New Water Intake Amendment No. 2 with Greeley and Hansen LLC
2. Water Treatment Plant Demo Plan

EXPENDITURES REQUIRED: \$217,964.00 Original Agreement
\$549,675.00 Amendment #1
\$172,753.00 Amednment #2 (see detail below)
\$940,392.00 Total

\$129,564.75 Army Corps of Engineers (75%)
\$ 43,188.25 City Share (25%)

AMOUNT BUDGETED: \$1,682,057.00 - Army Corps of Engineers

APPROPRIATION REQUIRED: \$ 43,188.25 - Fund 680 Water Utility

TREASURER'S CERTIFICATE: N/A

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

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

SUMMARY STATEMENT:

The New Lake Superior Intake Project consists of the construction of a new replacement drinking water intake in Chequamegon Bay to serve the City's public water system as the primary source of water supply. The project is broken down into three phases:

- Phase 1- preliminary engineering
- Phase 2 -design and bidding
- Phase 3 - construction

At the September 27, 2022 meeting, the Council approved an agreement with Greeley & Hansen, LLC for preliminary engineering services, which included data collection/analysis, sizing and locating the new intake, development of a cost estimate, initial permitting, and collaborating with City staff on project funding sources and strategy.

At the February 14th, 2023 meeting, the Council approved Amendment #1 to the agreement with Greeley & Hansen for additional Phase 1 services along with initial Phase 2 services, specifically technical design and development of a project funding strategy through the Wisconsin Department of Natural Resources (WI DNR) Safe Drinking Water Loan Program (SDWLP).

The total cost of engineering services through Amendment #1 is \$767,639. Council approval of Amendment #2 is requested to allow Greeley & Hansen to complete Phase 2 of the project, including finalization of environmental permitting, a 100% complete technical design and continued coordination of the City SDWLP application. In addition, Amendment #2 captures various services related to the City's request to include demolition of two abandoned buildings previously as part of the City's public water system. Greeley & Hansen will complete data collection/analysis, permitting, and technical design for the removal of the two buildings shown in the attached location map. These buildings have significant structural and mechanical components that require specialization for safe removal.

The Public Works Department recommends approval of Amendment #2 to the agreement with Greeley and Hansen, LLC for continued engineering and project management services at a cost of \$172,753.00. The total cost of engineering services from Greeley & Hansen is \$940,932, which is project to be 8% of the total project cost. Additional engineering costs will be necessary to complete Phase 3 in 2024 and 2025 but approval of the services described in Amendment #2 will allow the City to effectively bid the project for construction and secure the SDWLP funding.

Funding for the engineering services is supported by pro rated shares, based on the executed Project Partnership Agreement (PPA) with the Army Corp of Engineers, which has provided \$1.6 million for the project. The ACOE will provide funding for 75% of the cost of preliminary engineering while the Water Utility will provide 25%.

AMENDMENT NO. 2
to
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
between
THE CITY OF ASHLAND
and
GREELEY AND HANSEN LLC

This AMENDMENT NO. 2 is made on September 12th, 2023, to the AGREEMENT dated September 27th, 2022 between the City of Ashland, hereinafter referred to as CITY, and Greeley and Hansen LLC, an Illinois limited liability company, hereinafter referred to as ENGINEER, with its principal office at 100 South Wacker Drive, Suite 1400, Chicago, Illinois 60606-4004, and a regional office located at 741 N. Grand Avenue, Suite 308, Waukesha, WI 53186, for additional professional engineering services in connection with the New Water Intake Project, the PROJECT.

This AMENDMENT NO. 2 shall revise the AGREEMENT as follows:

1. The scope of services described in the AGREEMENT, shall be updated to include the additional services described in EXHIBIT 2-A, attached and made a part of this AMENDMENT NO. 2.
2. The total compensation in Article III. C. of the AGREEMENT shall be increased to an estimated cost of \$940,392, as follows:

Original Agreement	\$ 217,964
Amendment No. 1	\$ 549,675
Amendment No. 2	\$ 172,753
<u>New Upper Limit</u>	<u>\$ 940,392</u>

3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

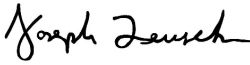
In witness of agreement to this AMENDMENT NO. 2 the parties have caused AMENDMENT NO. 2 to be executed by their duly authorized officers, principals, and employees on the day and year above written.

CITY OF ASHLAND

GREELEY AND HANSEN LLC

Approved:

Enter Name



Printed Name: Joseph Teusch, PE

Title

Vice President
Title

Attest:

Enter Name



Printed Name: Catharine Richardson, PE,
ENV SP

Title

Waukesha Office Director / Associate
Title

AMENDMENT NO. 2 TO THE SCOPE OF PROFESSIONAL ENGINEERING SERVICES

between

THE CITY OF ASHLAND

and

GREELEY AND HANSEN LLC

for the

NEW WATER INTAKE PROJECT

August 2023

BACKGROUND AND INTRODUCTION

The Ashland Water Utility provides water treatment and distribution services from their water treatment plant (WTP) located east of the intersection of 12th Avenue East and Water Street in the City of Ashland (City). Raw water is drawn from Lake Superior's Chequamegon Bay through a 24-inch cast iron intake. Low lift pumping is provided by two, 2,000 gpm pumps at the City's WTP. The WTP has a firm and installed capacity of 1.5 and 2.0 MGD, respectively, and is comprised of four trains of microfiltration membrane filters. Chemical dosing is comprised of sodium hypochlorite for disinfection, fluorosilicic acid for dental health, and orthophosphate for corrosion control. Following a finished water reservoir located beneath the WTP, high lift pumps pressurize the water for distribution to customers.

The City's existing intake was built in 1891 and originally drew water 4,000 feet offshore from an intake structure located 8 feet above the lakebed. In 1922, the intake was cut 1,950 feet offshore when a ship anchored in Chequamegon Bay while sheltering during a storm. The intake was reconstructed at this location in shallower water. Now that the existing intake has provided well over a century of service, the City is proactively taking steps to plan, design, and construct a new intake to serve its residents and businesses for the next century. The ultimate objectives of the project also include locating and arranging the crib and intake further offshore to improve raw water quality, benefit WTP maintenance and operations, and mitigate frazil ice.

The City is executing the project in phases as summarized below:

- Phase 1: Preliminary Design, Environmental Review, and Permitting Services
- Phase 2: Final Design, Permitting, and Funding Assistance Services
- Phase 3: Bidding and Construction Management Services



Phase 1 was completed on schedule and budget in April 2023 and culminated in an Engineering Report with Preliminary Contract Drawings and Specifications submitted along with permit applications to the appropriate state and federal agencies. Phase 2 was initiated in February 2023 with the objective of completing field investigations as requested by the permitting agencies, as well as completing the Safe Drinking Water Loan Program (SDWLP) Financial Assistance Application, which was submitted to the Wisconsin Department of Natural Resources (WDNR) in June 2023. The enclosed scope of professional engineering services pertains to the final portion of Phase 2 of the project with the objective of developing 100% Contract Drawings and Specifications in preparation for bidding as well as coordinating on an as-needed basis with permitting and funding entities.

Phases 1 and 2 have been organized into several key tasks, including:

- Task 1 – Data Collection and Field Investigations
- Task 2 – Design
- Task 3 – Funding
- Task 4 – Permitting
- Task 5 – Project Management

Follow-on services required to complete the project include Phase 3: Bidding and Construction Management Services. The Phase 2 amended tasks are described in the scope of professional engineering services that follows.

SCOPE OF PROFESSIONAL ENGINEERING SERVICES

TASK 1 – DATA COLLECTION AND FIELD INVESTIGATIONS

Please note **Tasks 1.3 through 1.7** are omitted from the below tasks since they have been completed or are in progress as part of the Agreement and Amendment No. 1 and have not changed.

Task 1.1 Data Collection and Review

Collect and review additional data for demolition of the Pump House and Sand-Wash Buildings.

Deliverables: Deliverables for this Task will be included in the 90% and 100% Contract Drawings and Specifications.

Task 1.2 Onshore Survey

Retain the services of an experienced and qualified surveyor to confirm the location and depth of additional utilities and underground obstructions with electronic toning and hydro-excavated potholing at the WTP.

Assumptions:

- The City will engage a contractor to perform the potholing separate from this scope of services. This scope of services does not include a contractor to perform the potholing.
- This scope of services includes five (5) pothole locations at the WTP.
- This scope of services includes efforts for a surveyor to coordinate with the City's contractor performing the potholing as well as for the surveyor to record the data and provide it to the Greeley and Hansen Team.

Deliverables: Deliverables for this Task will be included in the 90% and 100% Contract Drawings.

Task 1.8 Asbestos and Hazardous Materials Inspection Services

Retain the services of a qualified, experienced firm to perform asbestos and hazardous materials inspections of the Sand-Wash and Pump House Buildings as required by applicable federal, state, and local laws and regulations in preparation for their demolition as part of this Project. Note that this scope of professional engineering services does not include mitigation of asbestos or hazardous materials. Prepare a draft Pre-Demolition Asbestos and Hazardous Materials Inspection Report. Update the draft Pre-Demolition Asbestos and Hazardous Materials Inspection Report per comments received from the City and submit a final Pre-Demolition Asbestos and Hazardous Materials Inspection Report.

Deliverables:

- Draft Pre-Demolition Asbestos and Hazardous Materials Inspection Report in .pdf format.
- Final Pre-Demolition Asbestos and Hazardous Materials Inspection Report in .pdf format.

TASK 2 – DESIGN

Please note, 1) “Task 2 – Preliminary Design” is hereby renamed as “Task 2 – Design” to incorporate development of 100% Contract Drawings and Specifications; and, 2) **Tasks 2.1 through 2.9** are omitted from the below tasks since they were completed as part of Phase 1 of the project as described in the Agreement and have not changed.

Task 2.10 Contract Drawings

Prepare full-size (22" x 34") 90% Contract Drawings and submit to the City for review and comment (please refer to **Table 2** at the end of this exhibit for an updated draft Contract Drawing list). Include updates reflecting coordination with agencies during Phase 2 as part of permit reviews of the Preliminary Contract Drawings submitted to agencies in Phase 1. Update the 90% Contract Drawings per comments received from the City and submit the 100% Contract Drawings. These updates will be included in the Bid Documents as part of the follow-on Phase 3 services.

Assumptions:

- This scope of services assumes that existing PLC or new remote IO rack proposed to be installed by the City prior to this project can accommodate IO required for pre-chlorination improvements without requiring additional PLCs or panels or modifications. This assumption will be validated after chlorine improvements anticipated by others are completed. If an additional PLC, PLC components or cards, or panel is found to be required to accommodate the pre-chlorination improvements, then the required components would be incorporated into the design as part of future amended services.
- This scope of services assumes new pavement will match existing grade. No site grading will be performed. Pavement improvements will not include curb and gutter, new inlets, retention, or other stormwater or related facilities. If any of these items are found to be required or desired by the City, then these items can be incorporated into the design as part of future amended services.
- The design represented on the Preliminary Contract Drawings will not substantially change based on outstanding state and federal permit reviews or other factors (i.e., the intake pipeline size, the intake pipeline alignment and material, and the crib arrangement and material will not be required to change, etc.).

Deliverables:

- Full-size (22" x 34") 90% Contract Drawings in .pdf format.
- Full-size (22" x 34") 100% Contract Drawings in .pdf format.

Task 2.11 Contract Specifications

Prepare 90% Contract Specifications in Construction Specifications Institute (CSI) Master Format (MF) 2004 and submit to the City for review and comment (please refer to **Table 3** at the end of this exhibit for a draft Contract Specification list). Include updates reflecting coordination with agencies during Phase 2 as part of permit reviews of the Preliminary Specifications submitted to agencies in Phase 1. Update the 90% Contract Specifications per comments received from the City and submit the 100% Contract Specifications. These updates will be included in the Bid Documents as part of the follow-on Phase 3 services.

Assumptions:

- Please refer to the assumptions in Task 2.10.
- A soil management plan will not be required by WDNR in addition to the provisions already included in Specification Section 02 50 00 Impacted Soil and Groundwater Management for handling contaminated materials that was submitted with the permit sets in April 2023.

Deliverables:

- 90% Contract Specifications in .pdf format.
- 100% Contract Specifications in .pdf format.

Task 2.12 AACE Classes 1 and 2 Opinions of Probable Project Costs (OPPCs) and Project Schedules

Prepare an AACE International Class 2 OPPC on the basis of the contract item approach and update the draft project schedule through construction for submittal with the 90% Contract Drawings and Specifications. Prepare an AACE International Class 1 OPPC on the basis of the contract item approach and update the draft project schedule through construction for submittal with the 100% Contract Drawings and Specifications.

Deliverables:

- AACE Class 2 90% OPPC in .pdf format.
- AACE Class 1 100% OPPC in .pdf format.
- 90% and 100% Project Schedules in .pdf format.

TASK 3 – FUNDING

Tasks 3.1 through 3.4 are omitted from the below tasks since they have been completed or are in progress as part of the Agreement and Amendment No. 1 and have not changed.

Task 3.5 Safe Drinking Water Loan Program (SDWLP) Financial Assistance Application Coordination

Continue coordination with agencies and third-party entities engaged by the City as required during agency review of the SDWLP Financial Assistance Application and respond to questions posed or requests for information on an as-needed basis. For this purpose, Greeley and Hansen staff will be available for up to 40 hours of total effort.

Deliverables: Correspondence with agencies or third parties in .pdf format or .msg format as required.

TASK 4 – PERMITTING

Tasks 4.1 through 4.6 are omitted from the below tasks since they have been completed or are in progress as part of Phase 1 of the project as described in the Agreement and have not changed. There are no changes to Task 4.7,

which is being completed as part of Amendment No. 1. Amendment No. 2 extends services for this task through the remaining portion of Phase 2 of the project.

Task 4.7 Permitting Coordination

Continue coordination with the Wisconsin Department of Natural Resources (WDNR), the Public Service Commission of Wisconsin (PSCW), U.S. Army Corps of Engineers (USACE), U.S. Coast Guard (USCG), and Port Authority during state and federal permit reviews and respond to questions posed or requests for information on an as-needed basis. For this purpose, Greeley and Hansen staff will be available for up to 40 hours of total effort.

Deliverables: Correspondence with regulatory agencies in .pdf format or .msg format as required.

Task 4.8 State Historic Preservation Office Coordination

Retain the services of a qualified, experienced firm to perform a historical evaluation of the Sand-Wash and Pump House Buildings for due diligence purposes related to the SHPO in advance of their demolition as part of this Project. Inspect the buildings and collect photographic documentation. Conduct research on the history of the buildings, evaluate the buildings for potential eligibility for listing on the National Register of Historic Places, and draft a Sand-Wash and Pump House Buildings SHPO Report that includes results of background research, photographic documentation, and an eligibility recommendation. Submit the Sand-Wash and Pump House Buildings SHPO Report to SHPO with a request for review and comment.

Assumptions:

- The Sand-Wash and Pump House Buildings are not eligible for listing on the National Register of Historic Places.
- The SHPO will concur with the recommendation that the Sand-Wash and Pump House Buildings are not eligible for listing on the National Register of Historic Places.
- The SHPO will not require further evaluation of the Sand-Wash and Pump House Buildings. As such, this scope of services does not include any further evaluation of the buildings that may be requested by the SHPO.
- The SHPO will not require the development of mitigation strategies or negotiation of mitigation strategies. As such, this scope of services does not include the development of mitigation strategies or negotiation of mitigation strategies with the SHPO.

Deliverables:

- Correspondence with SHPO in .pdf format or other format as required.
- Draft Sand-Wash and Pump House Buildings SHPO Report in .pdf format.
- Final Sand-Wash and Pump House Buildings SHPO Report in .pdf format.

TASK 5 – PROJECT MANAGEMENT

There are no changes to **Tasks 5.1 through 5.4**, which are being completed as part of Agreement and Amendment No. 1. Amendment No. 2 extends services for these tasks through the remaining portion of Phase 2 of the project.

Task 5.1 Meetings and Site Visits

Meetings and site visits will be held to provide communication and coordination between the City, the Greeley and Hansen Team, agencies, and third-party entities throughout the project to achieve the City's goals.

The Greeley and Hansen Team will participate in the virtual meetings and the site visits listed in **Table 1**.

TABLE 1 MEETINGS AND SITE VISIT SCHEDULE

Meeting or Site Visit ¹	Title	Anticipated Attendees	Purpose
<u>Design:</u> One (1) Site Visit	--	City, GH	To review installed conditions of the anticipated post-chlorination and SCADA improvements as well as other items needed to finalize design.
<u>Funding:</u> Up to Four (4) Meetings	SDWLP Coordination Meetings	See Note 2	To discuss requested information, funding applications, or comments that arise in reviews.
<u>Permitting:</u> Up to Three (3) Meetings	WDNR, USACE, and PSCW Project Update Meetings	GH, Agency	To meet with key agency staff and review further comments that arise in permit reviews.

Notes:

- (1). The meetings in this table may be combined, separated, or rearranged as convenient for the City or the progress of the work.
- (2). Meetings will occur on an as-needed basis. As such, they will be attended by Greeley and Hansen as well as the City, the City's financial consultant, or applicable agency as needed.

Deliverables:

- Draft meeting agenda and slide deck two (2) business days in advance of each meeting in .pdf format if required or beneficial for the meeting.
- Draft meeting notes two (2) business days following each meeting in .pdf format if required or beneficial for the meeting. The meeting notes will be finalized based on comments received within five (5) business days following the draft meeting notes. If no comments are received within five (5) business days, the draft meeting notes will be considered the final meeting notes.

Task 5.2 Monthly Progress Summary Reports

The purpose of this task is to monitor project activities for adherence to project budget, scope, and schedule. A progress report will be included with each monthly invoice.

Deliverables: Monthly invoice with progress report.

Task 5.3 Risk Management

Update the risk register for the project. Review the risk register on a quarterly basis with the Greeley and Hansen Team to track implementation of mitigating actions and strategies and to update the plan if conditions change throughout the life of the project.

Deliverables: Quarterly risk register update in .pdf and .xlsx formats.

Task 5.4 Quality Assurance/Quality Control (QA/QC) Review

The Greeley and Hansen Team will institute and maintain QA/QC activities throughout the entire project. The purpose of the QA/QC activities is to perform checks and reviews, as necessary, on the work in progress and at completion. The intent is to provide the necessary checks and balances between “getting the work done” and “getting it done correctly.” This activity will be founded upon Greeley and Hansen’s internal QA/QC procedures and performed by senior engineers not involved in the day-to-day production of the design. Generally, the QA/QC reviews will be completed in advance of scheduled milestone reviews by the City.

Deliverables: Results from this Task will be incorporated into deliverables as part of other tasks.

SCHEDULE

A summary of the project schedule by phase is summarized as follows:

- Phase 1: Preliminary Design, Environmental Review, and Permitting Services ✓
 - September 27th, 2022 to April 30th, 2023
- Phase 2: Final Design, Permitting, and Funding Assistance Services
 - February 14th, 2023 through December 31st, 2023
- Phase 3: Bidding and Construction Management Services
 - January 1st, 2024 through December 31st, 2025

TABLE 2 DRAFT DRAWING LIST

Sheet No.	Drawing No.	Drawing Title	Prelim. Design (Phase 1)	Final Design (Phase 2)
<u>GENERAL</u>				
1	--	Cover and Location Map	X	X
2	G01	Drawing Index, Key Map and Abbreviations	X	X
3	G02	General Notes, Utility Contacts, and Soil Boring Schedule	X	X
<u>CIVIL</u>				
4	C01	Civil Legend	X	X
5	C02	Intake Plan and Profile – STA 9+00 (@ <i>Low Lifts</i>) to 17+00	X	X
6	C03	Intake Plan and Profile – STA 17+00 to 25+00	X	X
7	C04	Intake Plan and Profile – STA 25+00 to 33+00	X	X
8	C05	Intake Plan and Profile – STA 33+00 to 41+00	X	X
9	C06	Intake Plan and Profile – STA 41+00 to 49+00	X	X
10	C07	Intake Plan and Profile – STA 49+00 to 56+00 (@ <i>Crib</i>)	X	X
11	C08	Pre-Chlorination System Plan and Profile	X	X
12	C09	Intake and Pipeline Details	X	X
13	C10	Intake and Pipeline Details	X	X
14	C11	Crib Plans and Section	X	X
15	C12	Crib Plans and Sections	X	X
16	C13	Erosion and Sediment Control Details	X	X
17	C14	Erosion and Sediment Control Details	X	X
18	C15	Erosion and Sediment Control Details	--	X
19	C16	Pump House Demolition Plan and Sections	--	X
20	C17	Sand-Wash Building Demolition Plan and Sections	--	X
21	C18	Site Paving Plan	--	X
<u>MECHANICAL</u>				
22	M01	Piping Legend	X	X
23	M02	Pre-Chlorination System Diagrams, Sections, and Details	X	X
24	M03	New Pre-Chlorination System Plans, Sections, and Details	X	X
<u>ELECTRICAL</u>				
25	E01	Electrical Legend	X	X
26	E02	Diagrams, Schematics, and Schedules	X	X
27	E03	Power Plan	X	X
<u>INSTRUMENTATION AND CONTROL</u>				
28	N01	Instrumentation and Control Legend	X	X
29	N02	Process & Instrumentation Diagram	X	X

TABLE 3 DRAFT SPECIFICATIONS LIST

Specification No.	Specification Title	Prelim. Design (Phase 1)	Final Design (Phase 2)
<u>DIVISION 0 - PROCUREMENT AND CONTRACTING REQUIREMENTS</u>			
00 01 10	Table of Contents		
00 11 13	Advertisement for Bids	—	X
00 21 13	Instructions to Bidders	—	X
00 41 00	Bid Form	—	X
00 43 00	Bid Bond	—	X
00 45 13	Bidder Qualifications	—	X
00 45 49	Use of American Iron and Steel (UAIS) Requirement	—	X
00 51 00	Notice of Award	—	X
00 52 00	Agreement between Owner and Contractor	—	X
00 55 00	Notice to Proceed	—	X
00 61 13	Performance Bond	—	X
00 61 16	Payment Bond	—	X
00 61 91	Warranty Bond	—	X
00 63 36	Field Order	—	X
00 63 49	Work Change Directive	—	X
00 63 63	Change Order	—	X
00 65 16	Certificate of Substantial Completion	—	X
00 65 19	Notice of Acceptability of Work	—	X
00 72 00	General Conditions	—	X
00 73 00	Supplementary Conditions	—	X
00 90 00	Signatures and Seals	X	X
<u>DIVISION 1 – GENERAL REQUIREMENTS</u>			
01 11 00	Summary of Work	X	X
01 26 00	Change Order, Work Change Directive, and Field Order Procedures	X	X
01 29 00	Payments	X	X
01 29 50	Contract Items	—	X
01 31 00	Coordination and Meetings	X	X
01 32 16	Progress Schedule	X	X
01 32 36	Visual Monitoring and Documentation	X	X
01 33 00	Submittals	X	X
01 41 00	Regulatory and Special Requirements	--	X
01 42 00	References	X	X
01 45 00	Quality Control	X	X
01 45 50	Leakage Tests	X	X
01 50 00	Construction Facilities and Temporary Controls	X	X
01 60 00	Material and Equipment	X	X
01 71 23	Lines and Grades	X	X
01 73 29	Cutting and Patching	X	X
01 74 00	Cleaning	X	X
01 78 00	Contract Close Out	X	X
01 78 23	Operation and Maintenance Manuals	X	X
01 79 00	Training	X	X

Specification No.	Specification Title	Prelim. Design (Phase 1)	Final Design (Phase 2)
<u>DIVISION 2 – EXISTING CONDITIONS</u>			
02 41 00	Demolition	--	X
02 50 00	Impacted Soil and Groundwater Management	X	X
<u>DIVISION 5 – METALS</u>			
05 05 13	Galvanizing	X	X
05 12 00	Structural Steel	X	X
05 50 00	Metal Fabrications	X	X
05 56 00	Metal Castings	X	X
<u>DIVISION 9 - FINISHES</u>			
09 96 00	High Performance Coatings	X	X
<u>DIVISION 26 – ELECTRICAL</u>			
26 05 00	Basic Electrical Materials and Methods	X	X
26 05 19	Wires and Cables – 600 Volts and Below	X	X
26 05 26	Grounding	X	X
26 05 33	Electrical Raceway Systems	X	X
26 05 53	Electrical Identification	X	X
26 27 26	Wiring Devices	X	X
26 29 53	Control Components and Devices	X	X
<u>DIVISION 31 – EARTHWORK</u>			
31 10 00	Site Clearing	X	X
31 23 16	Excavation – Earth and Rock	X	X
31 23 19	Dewatering	X	X
31 23 23	Backfilling	X	X
31 25 13	Erosion and Sediment Controls	X	X
31 41 00	Shoring, Sheet piling and Bracing	X	X
<u>DIVISION 32 – EXTERIOR IMPROVEMENTS</u>			
32 11 23	Base Courses	X	X
32 12 00	Asphalt Paving	X	X
32 90 00	Landscaping Work	X	X
<u>DIVISION 33 – UTILITIES</u>			
33 05 13	Precast Manholes	X	X
33 05 50	Laying and Jointing Buried Pipelines	X	X
33 05 55	Buried Ductile Iron Pipe and Fittings	X	X
33 05 56	Buried Polyvinyl Chloride (PVC) Pipe and Fittings	X	X
33 05 70	Locating Buried Pipelines	X	X
33 12 13	Intake Cribbs	X	X
33 13 00	Disinfection	X	X

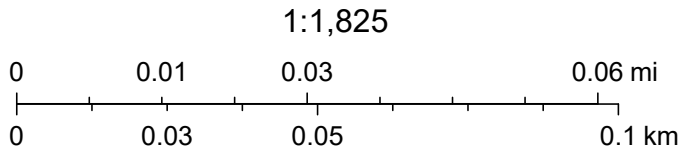
Specification No.	Specification Title	Prelim. Design (Phase 1)	Final Design (Phase 2)
<u>DIVISION 35 – WATERWAY AND MARINE CONSTRUCTION</u>			
35 24 00	Dredging	X	X
<u>DIVISION 40 – PROCESS INTEGRATION</u>			
40 05 01	Supports and Anchors	X	X
40 05 03	Mechanical Identification	X	X
40 05 10	Erecting and Jointing Interior and Exposed Exterior Piping	X	X
40 05 18	Miscellaneous Pipe and Fittings	X	X
40 05 20	Valves	X	X
40 42 00	Mechanical Insulation	X	X
40 80 50	Process Control System Commissioning	--	X
40 90 00	Process Control System General Requirements	--	X
40 90 50	Process Control System Description	X	X
40 91 00	Process Control System Instruments	X	X
40 96 15	Process Control System I/O List	X	X
<u>DIVISION 46 – WATER AND WASTEWATER EQUIPMENT</u>			
46 33 37	Chemical Metering Pumps	X	X
46 33 93	Chemical Storage Tanks	X	X

Water Treatment Plant Building Demo Plan



9/5/2023, 9:39:13 AM

 Parcels



City of Ashland Public Works Department, GIS Division,
PICTOMETRY INTL